

**Goshen Cushion  
Phase I – Environmental  
Site Assessment**



*As Prepared November 1997 By:  
Industrial Safety and Environmental Services  
Osceola, Indiana*

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## **Executive Summary**

ISES has identified the following environmental detriments associated with the site:

A leaking underground storage tank was removed from the site in 1989. ISES has performed a subsurface investigation of the tank area and found trace levels of contaminants. The trace concentrations of contaminants are far below the states cleanup level and it is the opinion of ISES that the area does not pose a significant environmental detriment to the site.

The easterly adjoining property, Reese Products, is the source of groundwater contamination which has impacted the site. The site is serviced by municipal water and septic utilities and the source of the contamination has been confidently established as the Reese Products site. It is the opinion of ISES that the groundwater contamination does not pose a significant environmental detriment to the site.

ISES performed this assessment using a level of inquiry which is appropriate for the site, relative to standard industry practices being performed at the time of the assessment.

## 1. INTRODUCTION

This Phase I - Environmental Site Assessment (ESA) was conducted by Industrial Safety and Environmental Services, Inc. (ISES) of Osceola, Indiana. ISES performed the assessment under the direction of Kent F. Brechtel, a representative of Robert Brewster, the site owner.

The purpose of a Phase I - ESA is to satisfy one of the requirements for claiming the innocent landowner defense to Comprehensive Environmental Compensation and Liability Act (CERCLA) liability. This assessment is intended to provide "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice in an effort to minimize liability" as defined by 42 USC § 9601(35)B.

## 2. SITE DESCRIPTION

Information contained within this section of the report was obtained during site investigations, interviews, and analysis of other information sources. Information pertaining to these information sources is located in **Sections 3, 4 and 5** of this report.

### 2.1 LOCATION

The site is located at 1010 Eisenhower Drive South, Goshen, Indiana in Elkhart Township, Elkhart County. The site is located approximately one half mile east of Goshen Dam Pond. **Figure 1 in Appendix I** depicts the sites location.

## **2.2 LEGAL DESCRIPTION**

The legal description for the site is included with the Title Search information in **Appendix IV**.

## **2.3 SITE CHARACTERISTICS**

### **2.3.1 Structures and Barriers**

The site has a single structure composed of several buildings. The bulk of the property not covered by the structure is paved.

### **2.3.2 Utilities**

The site is served by electrical, gas, municipal water and municipal septic utilities.

### **2.3.3 Local Hydrogeology / Geology**

The site is approximately one half mile east of the Elkhart River. Groundwater is likely to be relatively close to the surface (10 to 20 feet).

### **2.3.4 Groundwater**

As stated above, the groundwater is most likely close to the ground surface. The adjacent property to the east was formerly occupied by Reese Products, Inc. This adjacent property has been enrolled in Indianas Voluntary Remediation Program.

Several groundwater samples were collected from the Goshen Cushion site as part of a hydrogeological study. The study was performed by Conestoga-Rovers & Associates, Ontario, Canada (CRA). Further information on the groundwater contamination is contained in **Section 3** of this report.

### **2.3.5 Underground Storage Tanks**

A single underground storage tank was located at the site. The tank was. The tank was approximately 1,000 gallons in volume, owned by a fuel supplier, and used for storage of gasoline for fueling company vehicles.

This tank was removed in October of 1989 by the Yoder Oil Company. Yoder Oil reported a release related to the removal of this tank under incident #IN8908508. Mr. Brechtel has stated that the cause of the release was inadequate draining of the tank piping before removal.

By Mr. Brechtels account, the amount released was small and Yoder Oil successfully removed the tank and piping without further incidents. Yoder Oil notified Mr. Brechtel of the release

ISES performed a Phase II- Site Investigation of the area where the tank was removed. Analytical results indicated trace amounts of petroleum hydrocarbons in soils in this area. Concentrations of 1.5 and 2.2 parts per million (ppm) Total Petroleum Hydrocarbons by SW-846 Method 8015 for Gasoline Range Organics were detected.

The Indiana Department of Environmental Management (IDEM) has a cleanup level of 100 ppm TPH for contaminated soils. The detected concentrations of contamination are far below this cleanup level.

A report of the findings of this investigation was submitted to Mr. Brechtel and the Indiana Department of Environmental Management (IDEM). As of the time this assessment was performed, IDEM had not yet reviewed the report.

### **2.3.6 Aboveground Storage Tanks**

No aboveground storage tanks were observed during the site inspection.

### **2.3.7 Asbestos**

This assessment did not include an inspection of the building for asbestos. No obvious indications of asbestos were witnessed during the site inspection.

### **2.3.8 Industrial Wastewater discharges**

The past operations at the site did not create industrial wastewater. Washwater from employee sanitation at the facility is disposed through the municipal sewage system.

### **2.3.9 Waste Management**

At the time of the inspection, a new operation was relocating to the site. Previous operations at the site used hazardous materials and generated hazardous wastes. No signs of past poor housekeeping were observed during the site inspection.

### **2.3.10 Interior Drainage**

All drains in the facility lead to the municipal sewage system. No signs of grease or staining were observed in the areas around the drains.

### **2.3.11 Exterior/Stormwater Drainage**

Stormwater at the site drains into the street where it is collected by municipal stormwater drains.

### **2.3.12 Stained/Discolored Soil and Water**

No discolorations were noted on the pavement and gravel outside the facility. No standing water was present at the site during the inspection.

### **2.3.13 Radon**

This assessment did not include inspection or sampling of the facility for radon. It should, however, be noted that Elkhart county has a greater than average potential for radon. No current workplace standards for radon have been set by federal or state governmental agencies.

## **2.4 PAST AND CURRENT PROPERTY USE**

The site is currently being prepared for use as a ladder assembly and storage facility. The site, as used by Goshen Cushion, was used for the manufacture of seating for the automotive industry. The site was used agriculturally prior to Goshen Cushions use.

## **2.5 PAST AND CURRENT USE OF ADJACENT PROPERTIES**

The industrial park was used agriculturally before its development. The park has been home to a variety of manufacturers including a trailer hitch manufacturer, a manufactured housing facility, an electroplater, and other various manufacturers.



### 3. RECORDS REVIEW

An ASTM-Compliant Radial Search Report was ordered for the site from Environmental Information Strategies Inc. (EIS), New Albany, Indiana. A copy of the environmental database search is included in **Appendix II**.

#### 3.1 ENVIRONMENTAL DATABASE REPORT

##### 3.1.1 Query Specifications

The environmental database report was generated on August 14, 1997. The database query portion of the package searched the following databases at the stated distance from the site.

| <u>Database</u>               | <u>Radius</u> | <u>Update</u> |
|-------------------------------|---------------|---------------|
| NPL                           | 1 mile        | 03/97         |
| RCRIS-TSD                     | 1 mile        | 07/97         |
| CERCLIS                       | 1/2 mile      | 03/97         |
| RCRIS                         | 1/4 mile      | 07/97         |
| ERNS                          | 1/4 mile      | 12/96         |
| State Priority List           | 1 mile        | 08/97         |
| State Registered Leaking USTs | 1/2 mile      | 08/97         |
| State Landfill List           | 1/2 mile      | 08/97         |
| State Registered USTs         | 1/4 mile      | 08/97         |
| PCB Activity Database         | Site          | 02/96         |
| Federal Superfund Liens       | Site          | 10/91         |
| State Spills List             | 1/4 mile      | 07/97         |

### **3.1.2 Results**

The Environmental Database Query located numerous areas of concern in the vicinity of the site.

1. NIBCO Inc., Goshen Division
2. Homecrest Corporation
3. Midland Ross Corporation
4. Tri State Compressed Air Systems
5. Liberty Homes
6. Ivy Terrace
7. Reese Products
8. Benteler Products Inc.
9. Goshen Cushion
10. Bower Manufacturing Corporation
11. Dynatech Industries, Inc. / IR Air Center
12. Duplex Products Inc.

### **3.1.3 Interpretation of Results**

#### **1. NIBCO Inc., Goshen Division**

NIBCO Inc., Goshen Division, located at 701 Eisenhower Drive North, is a generator of hazardous waste with no outstanding waste violations.

#### **2. Homecrest Corporation**

Homecrest Corporation (Homecrest), located at 1002 Eisenhower Drive North, is a large quantity generator of benzene, methylbenzene, or toluene wastes with no outstanding waste violations. Homecrest received an informal written waste violation in 1986.

Homecrest is also an active low priority site of a leaking underground storage tank (UST). The states records indicate that soil has been contaminated but that groundwater has not been contaminated. The states records show that four USTs were permanently taken out of service.

### **3. Midland Ross Corporation**

Midland Ross Corporation, located at 802 Eisenhower Drive North, is a large quantity generator of electroplating related wastes with no waste outstanding violations.

### **4. Tri State Compressed Air Systems**

Tri State Compressed Air systems, located at 1309 Eisenhower Drive South, is a conditionally exempt small quantity generator of ignitable wastes with no outstanding waste violations.

### **5. Liberty Homes**

Liberty Homes, located at 1101 Eisenhower Drive, is a conditionally exempt small quantity generator of ignitable wastes with no outstanding waste violations.

### **6. Ivy Terrace Inc.**

Ivy Terrace Inc., located at 7112 Eisenhower Drive, is a conditionally exempt small quantity generator of a variety of hazardous wastes with no outstanding waste violations.

### **7. Reese Products**

Reese Products is a contaminated site which has entered into Indianas Voluntary Remediation Program. A spill at the site occurred in 1993 which has affected groundwater.

ISES contacted Phil Harvey, Conestoga-Rovers & Associates (CRA) who is the project manager for Reese Products. CRA has performed borings and installed monitoring

wells at both the Reese Products site and the Goshen Cushion site. CRA has shared the information from their investigation with Kent Brechtel and ISES.

The groundwater contamination from the Reese Products site extends onto the Goshen Cushion site. The groundwater contamination consists of two compounds; 1,1,1 trichloroethane (TCA) and trichloroethylene (TCE).

#### **8. Benteler Products Inc.**

Benteler Products Inc., located at 910 Eisenhower Drive South, is a small quantity generator of a variety of ignitable wastes with no outstanding waste violations.

#### **9. Goshen Cushion**

Goshen Cushion, located at the site, is a small quantity generator of spent halogenated solvents with no outstanding waste violations. The site is listed as having a leaking underground storage tank. The database lists the site as low priority and active with soil contamination. The states database also indicates that a single tank has been permanently taken out of service at the site.

Additional information pertaining to the leaking underground storage tank is located in **Section 2.3.5.**

#### **10. Bower Manufacturing Corporation**

Bower Manufacturing Corporation, located at 2525 Industrial Park Drive, is a small quantity generator of ignitable wastes with no outstanding waste violations.

#### **11. Dynatech Industries, Inc. / IR Air Center**

Dynatech Industries Inc., located at 2516 Industrial Park Drive, is a small quantity generator of ignitable and spent non-halogenated solvents with no outstanding waste violations.

IR Air Center, also located at this address, is a conditionally exempt small quantity generator of ignitable and spent non-halogenated solvents with no outstanding waste violations.

#### **12. Duplex Products Inc.**

Duplex Products Inc., located at 703 East Kercher Road, is a conditionally exempt small quantity generator of ignitable waste with no outstanding waste violations.

### **3.2 ELKHART COUNTY HEALTH DEPARTMENT**

Information was requested from the Elkhart County Health Department (EKHD) for spills and sites of groundwater contamination in close proximity to the site. The information contained several sites of interest. Copies of pertinent portions of the records are included in **Appendix III**.

#### **1. Midland Ross Corporation**

The EKHD records included a report about the spill at this location. Approximately 1000 gallons of plating solution were spilled. The affected soils were excavated for disposal.

#### **2. Northern Indiana Public Service Company (NIPSCO)**

The records included information on the USTs removed from their Goshen Headquarters on Kercher Road. The USTs leaked contaminants into the surrounding soils and groundwater. The NIPSCO site is most likely downgradient on the water table, relative to the Goshen Cushion site, and should not pose an environmental detriment to the site.

#### **3. Goshen Cushion**

EKHD reports state that the site was vacant after January 30, 1997. Previous EKHD records show that hazardous chemicals were stored at the site in ASTs and drums in

significant quantities. The records do not indicate any improper storage of these chemicals. The records also indicate that all chemicals were stored inside.

EKHD records also contain reports from an IDEM inspection of the site. The record shows a hazardous waste violation in 1986. The record states that Goshen Cushion did not determine whether spray paint booth filters were hazardous.

A complaint from 1986 states that Goshen Cushion disposed of drums of degreasers in the back of their property. The complaint form indicates that Brian Knight was the individual responsible for the improper disposal and that the incident was reviewed by police. According to Kent Brechtel, no dumping ever occurred at the site and the matter was quickly dismissed by police.

#### **4. Other Records**

The records indicated that PlyFoam, Duplex Products, Foamcraft, Home Crest and Benteler Industries, and NIBCO all store hazardous chemicals.

### **3.3 TITLE SEARCH**

A title search was performed by the Title Search Company, Granger, Indiana from records dating between December 10, 1942 to August 6, 1997. A copy of this report is included in **Appendix IV**.

#### **Summary of Chain of Title**

| <b>Title Holder</b>               | <b>Starting Date</b> |
|-----------------------------------|----------------------|
| John W. Davis and Ada B. Schaefer | Unknown              |
| Ray B. and Mary C. Messick        | December 7, 1942     |
| Greater Goshen Association, Inc.  | July 27, 1966        |
| Robert H. and Esther Brewster     | September 30, 1967   |

Assessed taxes for the property are listed as \$38,257.74. The land has an assessed value of \$41,970 with improvements valued at \$463,470 giving the site a total assessed value of \$505,440. These values were taken from the public record.

### **3.4 TOPOGRAPHIC AND SANBORN MAP INFORMATION**

No sanborn maps exist for the area including this site. This is most likely due to a lack of industrialization of the area during the period when these fire insurance maps were created.

The site is present on the United States Geological Survey (USGS) Topographic 7.5 minute quadrangle map named Goshen, Indiana. The map was originally drawn in 1959 and was updated in 1994. A copy of the portion of the map including the site is located in **Appendix I**.

## **4. INSPECTION INFORMATION**

### **4.1 GENERAL INFORMATION**

An inspection of the site, including visual interrogation of the site and building located thereon, provided valuable information about site characteristics. The site inspection was conducted on by Nathan Bair of ISES with Kent Brechtel in attendance.

### **4.2 PATH**

The inspection began with a tour of the buildings interior. After the inspection of the building interior, the facility grounds were observed.

### **4.3 METHODOLOGY**

Visual interrogation of all areas of the site was performed. Visual indicators of environmental detriments were specifically sought.

#### **4.4 AREAS OF INTEREST**

Mr. Brechtel indicated the previous location of the underground storage tank. The area is covered with gravel and grass. No visible signs of contamination were observed.

The area of property of alleged dumping was inspected. No stained soils, odors, or stressed vegetation were noted.

An empty paint can and small pile of trash were observed behind facility. The soil beneath the can was not stained. Mr. Brechtel indicated that he would dispose of the can and trash immediately.

### **5. INTERVIEW INFORMATION**

#### **5.1 KENT BRECHTEL**

Mr. Brechtel accompanied Mr. Bair during the site inspection and answered questions. Mr. Brechtel also answered additional questions via phone.

Mr. Brechtel related that he was aware of the sites listing for a leaking underground storage tank. He became aware of the listing only last year when it was brought to his attention by a real estate agent who obtained a Phase I for another site in the industrial park. Mr. Brechtel has attempted, unsuccessfully, to have Yoder Oil remove the site from the states list.

Other information obtained from Mr. Brechtel is located in the **Section 2** of this document.



## **5.2 TOM YODER, YODER OIL**

Mr. Yoder was interview via phone. He stated that the tank was owned and originally serviced by Merv Yoder. Mr. Yoder also stated that Yoder Oil had purchased the customer list of Merv Yoder but not the other assets and liabilities which include the tank.

Mr. Yoder stated that according to his records the tank was removed by Yoder Oil due to an employee error. The employee is no longer working for Yoder Oil and Yode Oil does not claim ownership of the tank. He stated that his records indicated Red Arrow Excavating of Sturgis, Michigan removed the tank.

## 6. LIMITATIONS OF ASSESSMENT

This assessment was performed in a manner consistent with standards typically applied to a basic statement of professional opinion. The assessment is based partially on information obtained from others and Industrial Safety and Environmental Services makes no representation or warranty concerning the accuracy or completeness of this analysis.

Some information, recommendations, and suggestions contained within this report may be subject to interpretation and differing conclusions are possible. The information contained in this report was developed from information available at the time the report was compiled. Industrial Safety and Environmental Services does not assume liability for financial or other losses or subsequent damage caused by or related to any use of this document.

This Phase I Environmental Site Assessment generally conforms to the ASTM Practice E1527. The exceptions to the standard are as follows:

- *Radon information was included in the report.*
- *Asbestos information was included in the report.*
- *The findings statement has been altered.*
- *Recommendations have been included in the report.*
- *The title search was conducted for the past 50 years*

These exceptions were taken due to the experience of ISES at gauging the relative impact of the site and ISES standard procedures for all Environmental Assessments.

## 7. FINDINGS

Industrial Safety and Environmental Services has performed this Phase I - Environmental Site Assessment in conformance with the scope and limitation of ASTM practice E 1527 for the site. Any exceptions to, or deletions from, this practice are described in **Section VI** of this report.

This Industrial Safety and Environmental Services (ISES) assessment has revealed the following *recognized environmental conditions at the site*:

A leaking underground storage tank was removed from the site in 1989. ISES has performed a subsurface investigation of the tank area and found trace levels of contaminants. The trace concentrations of contaminants are far below the states cleanup level and it is the opinion of ISES that the area does not pose a significant environmental detriment to the site.

The easterly adjoining property, Reese Products, is the source of groundwater contamination which has impacted the site. The site is serviced by municipal water and septic utilities and the source of the contamination has been confidently established as the Reese Products site. It is the opinion of ISES that the groundwater contamination does not pose a significant environmental detriment to the site.

ISES performed this assessment using a level of inquiry which is appropriate for the site, relative to standard industry practices being performed at the time of the assessment.

## 8. RECCOMENDATIONS

ISES recommends the following activities to address the recognized environmental conditions at the site:

ISES has submitted information to the state showing the contamination at the site is minimal. The Indiana Department of Environmental Management (IDEM) may require further information to remove the sites active status from their list. Any further information required by IDEM should be submitted so as to remove the site from active status.

## 9. SIGNATORIAL

Industrial Safety and Environmental Safety is happy to discuss the findings of this report and their repercussions. If you have any questions or concerns regarding this assessment, please feel free to contact our office at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nathan Bair', is written over a horizontal line.

Nathan Bair  
Environmental Consultant

November 13, 1997

## **10. STATEMENT OF QUALIFICATIONS**

### **Nathan Bair**

*Nathan Bair has worked extensively at Industrial Safety and Environmental Services providing environmental consulting, environmental site assessments, engineering services and other associated tasks. His broad engineering education and specialized training has allowed him to perform a variety of functions for the company.*

#### **RELEVANT PROFESSIONAL EXPERIENCE**

##### *Environmental Assessment and Remediation*

- Conducts environmental site assessments throughout Indiana and Michigan.
- Performs subsurface investigations of soil and groundwater contamination.
- Oversees remediation of contaminated soils.
- Assists in Compliance Audits and Indoor Air Quality Studies.
- Renders advice to attorneys from several law firms on environmental liability issues.
- Develops environmental policies and procedures for corporations.

#### **WORK HISTORY**

Industrial Safety and Environmental Services  
Osceola, Indiana  
June 1994 to Present

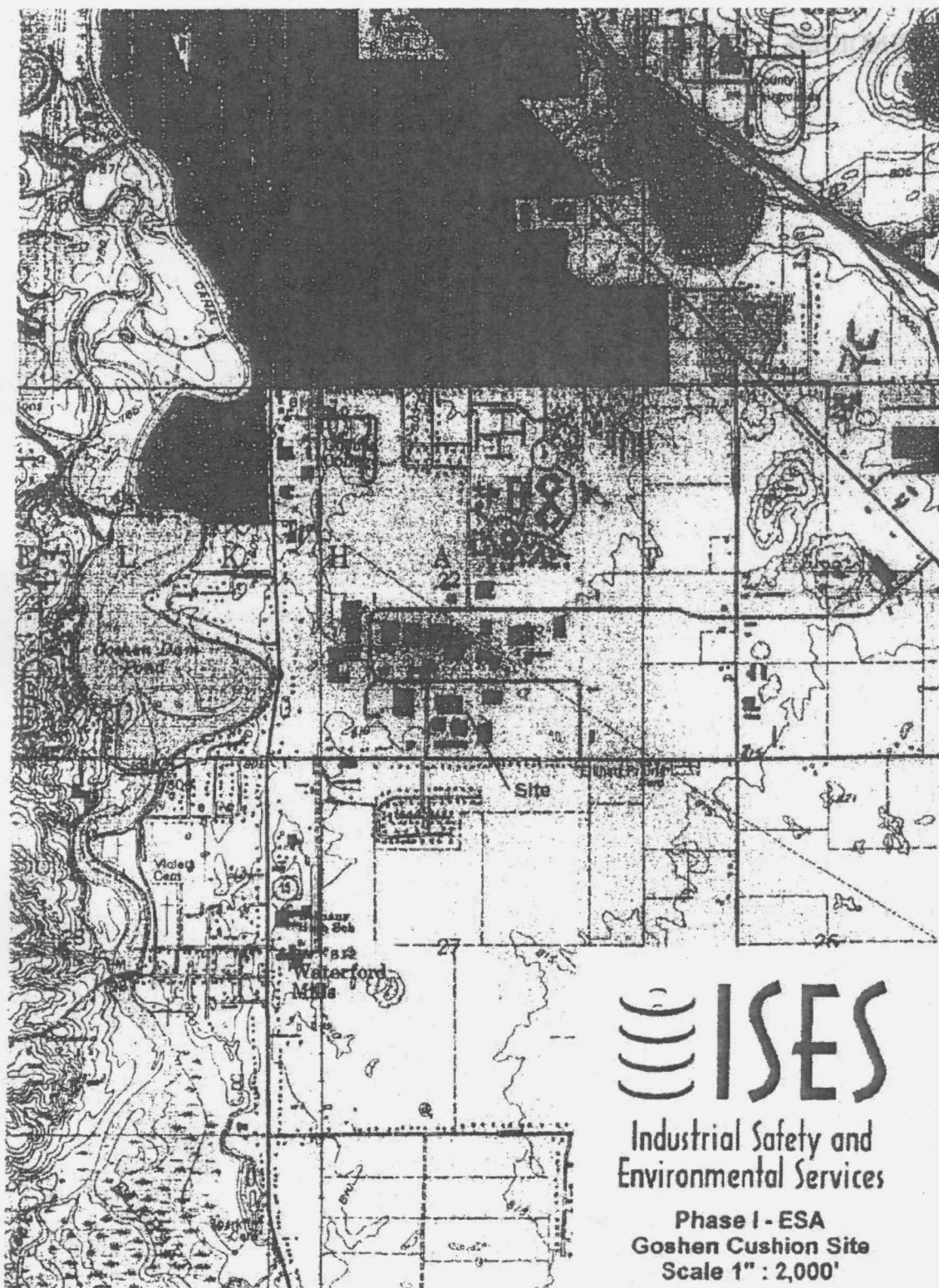
#### **EDUCATION AND CERTIFICATIONS**

Registered Environmental Property Assessor, 5744  
National Registry of Environmental Professionals  
Registered since 1995

Hazardous Materials Emergency Response Training  
Baxter Reilley Occupational Trainers, Schaumburg, Illinois  
November, 1994 with annual renewals

Bachelor of Science, Engineering Arts  
Michigan State University, East Lansing, Michigan  
May 1994

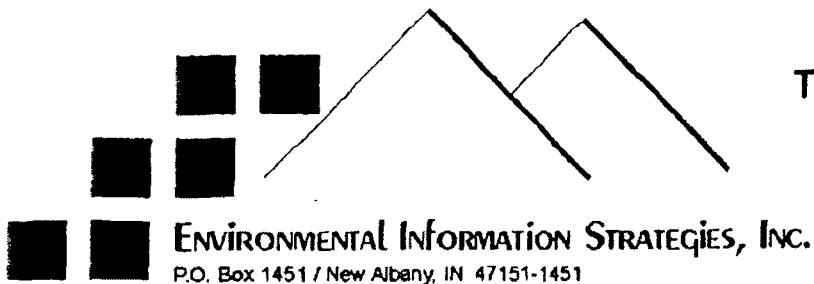
## 11. APPENDICES



Industrial Safety and  
Environmental Services

Phase I - ESA  
Goshen Cushion Site  
Scale 1" : 2,000'





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|                        |   |
|------------------------|---|
| <b>Report Type:</b>    | Phase 1 ESA Radial Search Report/ASTM Radii                       |
| <b>Prepared For:</b>   | Nathan Bair<br>ISES<br>1415 Lincoln Way West<br>Osceola, IN 46561 |
| <b>Subject Site:</b>   | Goshen Cushion<br>1010 Eisenhower<br>Goshen, IN                   |
| <b>Date of Report:</b> | 14 August 97  |
| <b>EIS Report ID:</b>  | 2650014   |

**If you have any questions,  
please call us**

**Toll-Free:** (800) 947-2108  
**Fax:** (812) 941-8817

The information contained in this report comes from a variety of recently published Federal and State databases. Every reasonable attempt has been made to ensure the accuracy of the information contained in this report. However, EIS cannot be held responsible for the accuracy or completeness of the government records used in this report. Further, EIS assumes no responsibility for potential errors in the conversion, transcription, or plotting of data. The purchaser proceeds at its own risk in choosing to rely on EIS services, in whole or in part. Determining the appropriate use of EIS's products and services is the sole responsibility of the purchaser. It is understood that EIS is not engaged in rendering legal, accounting, or other professional advice. EIS's obligation is solely limited to providing portions of recently published public records.

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| 1.01  |              | <b>Summary Information:</b><br>Summary Search Statistics<br>Summary of Environmental Sites<br>Source Identification Mapping System (SIMS) Explanation<br>Digital Map of Environmental Sites   |                                  |
| 2.01  | <b>FED</b>   | <b>NPL</b><br>Description: The National Priorities List is published by US EPA. A subset of the CERCLIS database, the NPL is compiled from those sites with the highest priority for cleanup pursuant to EPA's Hazard Ranking System. EPA does not claim that all the potential hazardous sites that exist are on the list. Therefore, a site's absence from this list does not guarantee that a hazardous waste problem does not exist there.  | Most Recent Agency Update: 03/97 |
| 3.01  | <b>FED</b>   | <b>RCRIS - TSD with Violations/Corrective Actions (CORRACTS)</b><br>Description: The Resource Conservation and Recovery Information System (Treatment, Storage and Disposal Facilities) is published by US EPA. The TSD database is a subset of the RCRIS database. These facilities, which treat, store, dispose, transport and/or incinerate hazardous wastes, as outlined in the Resource Conservation and Recovery Act (RCRA).  | Most Recent Agency Update: 07/97 |
| 4.01  | <b>FED</b>   | <b>CERCLIS</b><br>Description: The Comprehensive Environmental Response, Compensation and Liability Information System is published by US EPA. The CERCLIS database contains information on potentially hazardous waste sites that have been reported to the EPA. These sites are currently undergoing investigation or investigation has been completed. EIS includes all sites that have been on the CERCLIS list, regardless of whether they have been delisted. Sites that have been delisted, however, will be marked with a "No Further Remedial Action Planned" indicator. | Most Recent Agency Update: 03/97 |
| 5.01  | <b>FED</b>   | <b>RCRIS - Gen with Violations/Corrective Actions (CORRACTS)</b><br>Description: The Resource Conservation and Recovery Information System (Generators) is published by US EPA. The RCRIS database contains information on hazardous waste handlers regulated by the EPA under the Resource Conservation and Recovery Act (RCRA). All hazardous waste handlers are required to notify EPA of their existence by submitting federal and/or state forms, which provide basic identification information, specific hazardous waste activities, and wastes handled.                   | Most Recent Agency Update: 07/97 |
| 6.01  | <b>FED</b>   | <b>ERNS</b><br>Description: The Emergency Response Notification System database is published by US EPA. ERNS is a national database of releases of oil and hazardous substances. The data come from EPA and the Department of Transportation.   | Most Recent Agency Update: 12/96 |
| 7.01  | <b>STATE</b> | <b>SPL</b><br>Description: State Priorities List data are published by the governing state agency. The SPL contains sites targeted for remediation by state authorities. Information available varies by state.   | Most Recent Agency Update: 08/97 |
| 8.01  | <b>STATE</b> | <b>Leaking RST</b><br>Description: Leaking Registered Storage Tank data are published by the governing state agency. Not  | Most Recent Agency Update: 08/97 |
| 9.01  | <b>STATE</b> | <b>Landfills</b><br>Description: Landfill data are published by the governing state agency. Information available varies by state.  | Most Recent Agency Update: 08/97 |
| 10.01 | <b>STATE</b> | <b>RST</b><br>Description: Registered Storage Tank data are published by the governing state agency. Includes underground and aboveground tanks (where available). Information available varies by state.   | Most Recent Agency Update: 08/97 |
| 11.01 | <b>STATE</b> | <b>Spills</b><br>Description: Spill data are published by the governing state agency. Includes reported environmental incidents, spills or releases. Not available in all states. Information available varies by state.  | Most Recent Agency Update: 07/97 |
| 12.01 | <b>FED</b>   | <b>PADS</b><br>Description: The PCB Activity Database is published by US EPA. PADS identifies handlers of PCBs who are required to notify the EPA.  | Most Recent Agency Update: 02/96 |
| 13.01 | <b>FED</b>   | <b>Superfund Liens</b><br>Description: Federal Superfund Lien data are published by US EPA, Office of Enforcement. Includes CERCLIS sites with outstanding liens  | Most Recent Agency Update: 10/91 |
| 14.01 | <b>FED</b>   | <b>EPA/State Residential Radon Survey Data</b><br>Description: Radon data are published by US EPA. A compilation of studies conducted by the US EPA and state agencies. Data collected from 1986-1992.  |                                  |

ENVIRONMENTAL INFORMATION STRATEGIES, INC.

Date of Report: 08/14/97

ISES001171

# SUMMARY SEARCH STATISTICS

## Report Information:

Date of Report: 14 August 97  
 Prepared for: ISES  
 Report Type: Phase 1 ESA Radial Search Report/ASTM Radial

## Subject Site:

Goshen Cushion  
 1010 Eisenhower  
 Goshen, IN  
 Site Longitude: 85 - 49 - 9 W  
 Site Latitude: 41 - 33 - 13 N

## Zip Codes Contained Within Search Areas:

1/8 mile: N/A  
 1/4 mile: N/A  
 1/2 mile: N/A  
 3/4 mile: N/A  
 1 mile: 46526, 46527

| Databases Searched        | Most Recent Agency Update | Search Area (from edges of property) | # of Sites Within Search Area | # of Sites Possibly Within Search Area | Distance From Center (Miles) |         |         |       |    |         |
|---------------------------|---------------------------|--------------------------------------|-------------------------------|--|------------------------------|---------|---------|-------|----|---------|
|                           |                           |                                      |                               |  | <1/8                         | 1/8-1/4 | 1/4-1/2 | 1/2-1 | >1 | Unknown |
| NPL Site List             | 03/97                     | 1                                    | 0                             | 0                                      | 0                            | 0       | 0       | 0     | 0  | 0       |
| RCRIS - TSD               | 07/97                     | 1                                    | 0                             | 0                                      | 0                            | 0       | 0       | 0     | 0  | 0       |
| CERCLIS Site List         | 03/97                     | 1/2                                  | 0                             | 0                                      | 0                            | 0       | 0       | 0     | 0  | 0       |
| RCRA Generators/Notifiers | 07/97                     | 1/4                                  | 13                            | 0                                      | 6                            | 4       | 3       | 0     | 0  | 0       |
| ERNS List                 | 12/96                     | 1/4                                  | 0                             | 0                                      | 0                            | 0       | 0       | 0     | 0  | 0       |
| State Priority List       | 08/97                     | 1                                    | 1                             | 0                                      | 0                            | 1       | 0       | 0     | 0  | 0       |
| State Leaking UST List    | 08/97                     | 1/2                                  | 2                             | 0                                      | 1                            | 0       | 1       | 0     | 0  | 0       |
| State Landfill List       | 08/97                     | 1/2                                  | 0                             | 0                                      | 0                            | 0       | 0       | 0     | 0  | 0       |
| State Registered UST List | 08/97                     | 1/4                                  | 2                             | 0                                      | 1                            | 0       | 1       | 0     | 0  | 0       |
| PADS List:                | 02/96                     | SITE                                 | 0                             | 0                                      | 0                            | 0       | 0       | 0     | 0  | 0       |
| Federal Superfund Liens   | 10/91                     | SITE                                 | 0                             | 0                                      | 0                            | 0       | 0       | 0     | 0  | 0       |
| State Spills List         | 07/97                     | 1/4                                  | 1                             | 0                                      | 0                            | 1       | 0       | 0     | 0  | 0       |

ENVIRONMENTAL INFORMATION STRATEGIES, INC.

Date of Report: 08/14/97

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ISES001172

# SUMMARY OF ENVIRONMENTAL SITES

RCRIS = RCRIS Generators-Notifiers / CERCLIS = CERCLIS Sites / RST = Registered UST List / LRST = Leaking UST List / Viol = RCRIS Violations / Spills = Spills List  
 SPL = State List of Hazardous Waste Sites / NPL = NPL Sites / TSD = RCRIS TSD Facilities / SUFL = State Landfills / ERNS = ERNS List / Wells = Water Wells  
 PADS = PCB Activity Database / Liens = Federal Superfund Liens / TSCA = FRTS-TSCA List / SSTS = Section 7 Tracking System / TRIS = TRIS List

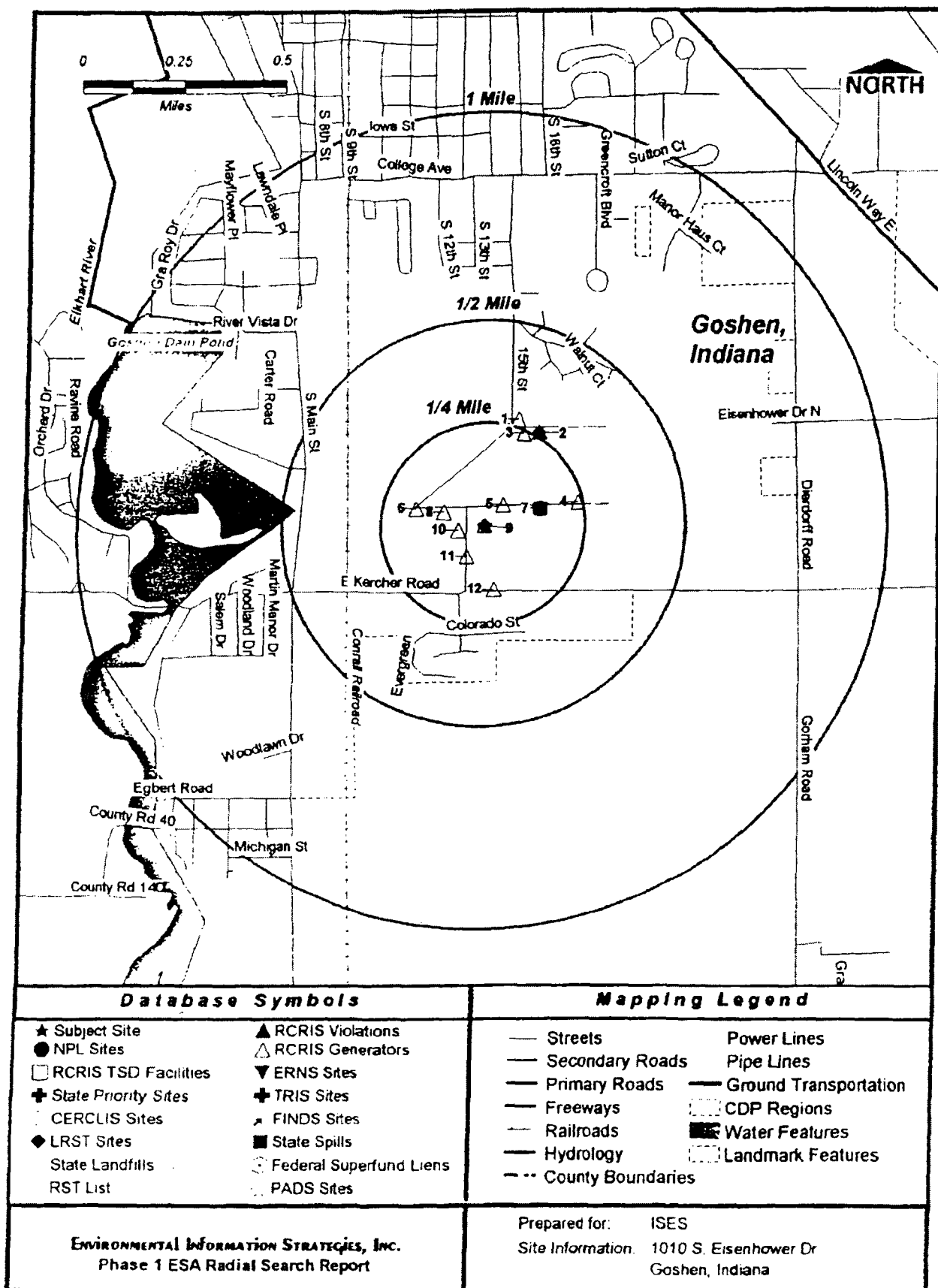
| Map ID# | Agency ID Number | Database | SIMS Score | Distance/Direction from Center of Site (miles) | Facility Name                          | Address City, State, Zip                 |
|---------|------------------|----------|------------|--|--|--|
| 1       | IND045340155     | RCRIS    | 2          | .269 NE  | NIBCO INC GOSHEN DIV                   | 701 EISENHOWER DR N<br>GOSHEN, IN 46526  |
| 2       | IN004401         | RST      | 2          | .262 NE  | HOME-CREST CORPORATION                 | 1002 EISENHOWER DR<br>GOSHEN, IN 46526   |
| 2       | IN9303509        | LRST     | 2          | .262 NE  | HOMECREST CORPORATION                  | 1002 EISENHOWER DR<br>GOSHEN, IN 46526   |
| 2       | IND990872806     | RCRIS    | 2          | .262 NE  | HOMECREST CORP                         | 1002 EISENHOWER DR N<br>GOSHEN, IN 46526 |
| 2       | IND990872806     | RCRIS    | 2          | .262 NE  | HCMECREST CORP                         | 1002 EISENHOWER DR N<br>GOSHEN, IN 46526 |
| 3       | IND088736657     | RCRIS    | 2          | .242 NE  | MIDLAND ROSS CORP METAL<br>FRAMING DIV | 802 EISENHOWER DR N<br>GOSHEN, IN 46526  |
| 4       | IND984919589     | RCRIS    | 2          | .237 NE  | TRI STATE COMPRESSED AIR SYS           | 1309 EISENHOWER DR S<br>GOSHEN, IN 46526 |
| 5       | INR000002816     | RCRIS    | 2          | .068 NE  | LIBERTY HOMES                          | 1101 EISENHOWER<br>GOSHEN, IN 46526      |
| 6       | IND005252093     | RCRIS    | 2          | .171 NW  | IVY TERRACE INC                        | 712 EISENHOWER DR<br>GOSHEN, IN 46526    |
| 7       | 6960501          | SPL      | 2          | .141 NE  | REESE PRODUCTS, INC.                   | 1206 EISENHOWER DR S<br>GOSHEN, IN       |
| 7       | 9305195          | Spills   | 2          | .141 NE  | REESE PRODUCTS INC                     | 1206 EISENHOWER<br>GOSHEN, IN 46526      |
| 8       | IND984964858     | RCRIS    | 2          | .104 NW  | BENTELER INDUSTRIES                    | 910 S EISENHOWER DR<br>GOSHEN, IN 46526  |

\* Records with "???" in the Map ID field are considered unmapable after extensive attempts have been made to obtain precise locations. Full record information for each of these sites is included in the body of the report.

ENVIRONMENTAL INFORMATION STRATEGIES, INC.

Date of Report: 08/14/97

ISES001173



## SOURCE IDENTIFICATION MAPPING SYSTEM (SIMS)<sup>TM</sup>

EIS's proprietary Source Identification Mapping System (SIMS) utilizes a hierarchy of different techniques to geographically display the environmental sites found in our reports. The SIMS Score is displayed in the "Summary of Environmental Sites" as well as in the full-record listing portion of the report. Our research has shown that using this hierarchy of different methods provides more accurately mapped sites and fewer unmapped sites than the typical one tier methods that rely on address correcting software and ZIP+4 geocoding. Each source level is described below:

### **Score 1**

Sites mapped at this level are sites whose GIS addresses and database address match exactly (or nearly exactly). A majority of sites will be mapped at this level; however, that number depends on the completeness and accuracy of the databases involved.

### **Score 2**

At this level, the sites that were not mapped at level 1 are reviewed by research personnel and obvious minor address corrections are made.

### **Score 3**

Many Federal databases include latitude and longitude information for some sites. If a site was not mapped at level 1 or level 2, the geographic information provided by the database publisher (if available) is used to map the site.

### **Score 4**

Sites still unmapped are reviewed and thoroughly researched by research personnel at EIS. Various methods are used including telephone directories, directory assistance, telephone interviews, etc.

### **Score 5**

Due to incomplete or grossly inaccurate address information in government databases, some sites cannot be mapped. However, full record information is included in the report for those sites that cannot be positively eliminated from the relevant ASTM search radius.

## SUMMARY OF ENVIRONMENTAL SITES

RCRIS = RCRIS Generators-Notifiers / CERCLIS = CERCLIS Sites / RST = Registered UST List / LRST = Leaking UST List / Viol = RCRIS Violations / Spills = Spills List  
 SPL = State List of Hazardous Waste Sites / NPL = NPL Sites / TSD = RCRIS TSD Facilities / SLFL = State Landfills / ERNS = ERNS List / Wells = Water Wells  
 PADS = PCB Activity Database / Liens = Federal Superfund Liens / TSCA = FFTS-TSCA List / SSTS = Section 7 Tracking System / TRIS = TRIS List

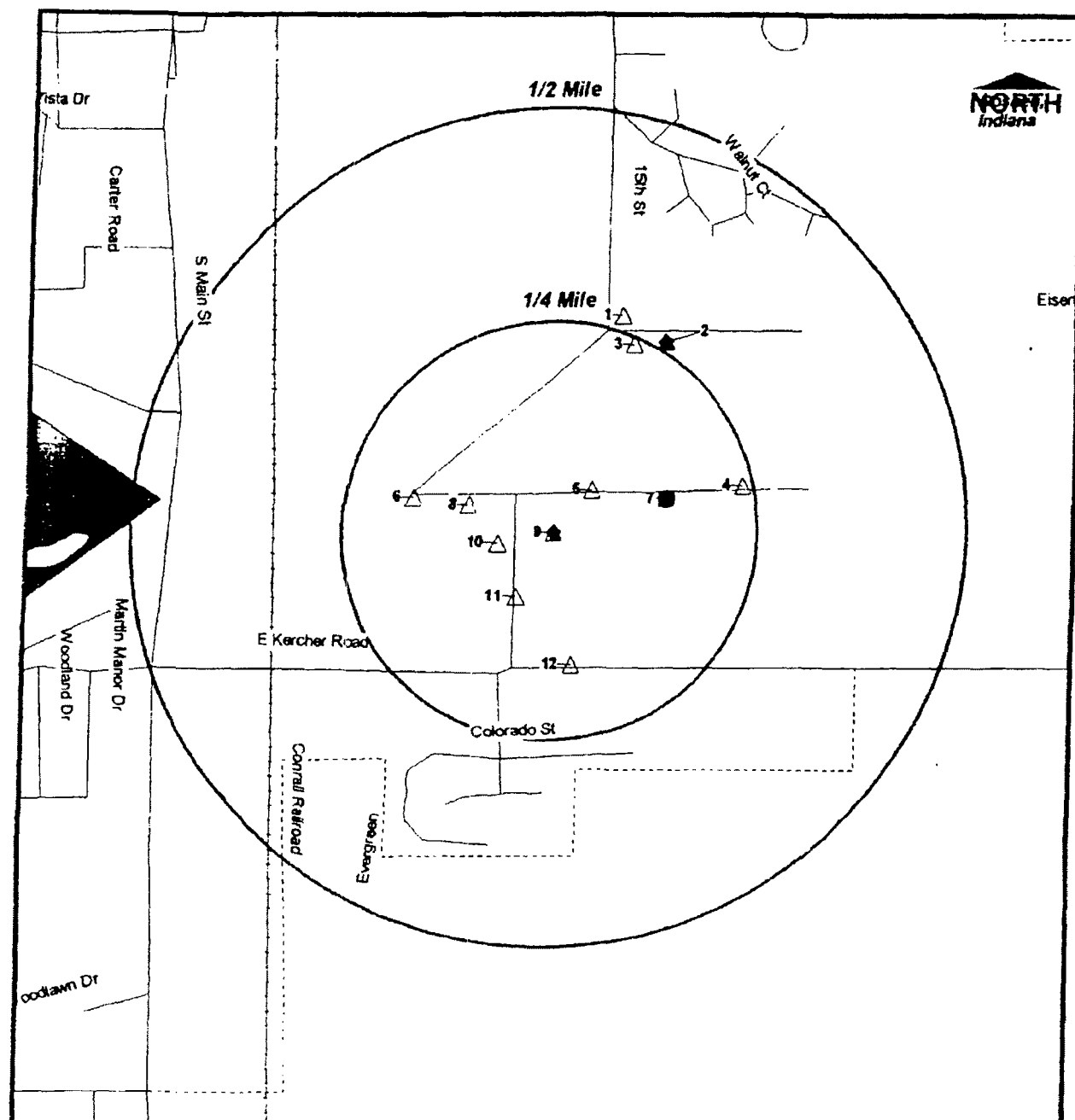
| Map ID# | Agency ID Number | Database | SIMS Score | Distance/Direction from Center of Site (miles) | Facility Name           | Address City, State, Zip                        |
|---------|------------------|----------|------------|--|-------------------------|---|
| 9       | IN007416         | RST      | 2          | .000   | GOSHEN CUSHION INC      | 1010 EISENHOUR DR<br>GOSHEN, IN 46526           |
| 9       | IN8908508        | LRST     | 2          | .000   | GOSHEN CUSHION INC      | 1010 EISENHOUR DR<br>GOSHEN, IN 46526           |
| 9       | IND005253513     | RCRIS    | 2          | .000   | GOSHEN CUSHION INC      | 1010 EISENHOWER DR S<br>GOSHEN, IN 46526        |
| 10      | IND982612228     | RCRIS    | 2          | .066 SW  | BOWER MFG CORP          | 2515 INDUSTRIAL PK DR<br>GOSHEN, IN 46526       |
| 11      | IND984873786     | RCRIS    | 2          | .087 SW  | DYNATECH INDUSTRIES INC | 2516 INDUSTRIAL PK DR<br>GOSHEN, IN 46526       |
| 11      | IND984892257     | RCRIS    | 2          | .087 SW  | IR AIR CENTER           | 2516 STE I INDUSTRIAL PK DR<br>GOSHEN, IN 46526 |
| 12      | IND982634479     | RCRIS    | 1          | .160 SE  | DUPLEX PRODUCTS INC     | 703 E KERCHER RD<br>GOSHEN, IN 46526            |

\* Records with "7" in the Map ID field are considered unmappable after extensive attempts have been made to obtain precise locations. Full record information for each of these sites is included in the body of the report.

ENVIRONMENTAL INFORMATION STRATEGIES, INC.

Date of Report: 08/14/97

ISES001176



| Database Symbols  |                           | Mapping Legend  |                         |
|---|---------------------------|---|-------------------------|
| ★ Subject Site  | ▲ RCRIS Violations        | — Streets   | Power Lines             |
| ● NPL Sites   | △ RCRIS Generators        | — Secondary Roads   | Pipe Lines              |
| □ RCRIS TSD Facilities  | ▼ ERNS Sites              | — Primary Roads   | — Ground Transportation |
| ✦ State Priority Sites  | ✦ TRIS Sites              | — Freeways  | CDP Regions             |
| — CERCLIS Sites   | ▲ FINDS Sites             | — Railroads   | Water Features          |
| ◆ LRST Sites  | ■ State Spills            | — Hydrology   | Landmark Features       |
| State Landfills   | ○ Federal Superfund Liens | --- County Boundaries   |                         |
| RST List  | ○ PADS Sites              |   |                         |
| <b>ENVIRONMENTAL INFORMATION STRATEGIES, INC.</b><br>Phase 1 ESA Radial Search Report |                           | Prepared for: ISES<br>Site Information: 1010 S. Eisenhower Dr.<br>Goshen, Indiana |                         |



**NPL**

**\*\* NO NPL SITES FOUND WITHIN SEARCH AREA \*\***

# RCRIS - TSD

“ NO RCRIS TSD FACILITIES FOUND WITHIN SEARCH AREA ”

# CERCLIS

**\*\* NO CERCLIS SITES FOUND WITHIN SEARCH AREA \*\***

# RCRIS - GEN

**MAP ID #:** 1

## FACILITY INFORMATION:

EPA ID#: IND045340155 Distance/Direction: .27 mi NE SIMS Score: 2  
 NIBCO INC GOSHEN DIV County: ELKHART  
 701 EISENHOWER DR N Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

NIBCO INC Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

EIS Comments: GENERAL LOCATION

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification):  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area       | No Outstanding Violations in this Area |

## WASTES GENERATED:

Waste Code: Description:

N/A

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 2

## FACILITY INFORMATION:

EPA ID#: IND990872806 Distance/Direction: .26 mi NE SIMS Score: 2  
 HOMECREST CORP County: ELKHART  
 1002 EISENHOWER DR N Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

CORPORATION Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): LARGE QUANTITY GENERATOR  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

U220 BENZENE, METHYL-, OR TOLUENE

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 3

## FACILITY INFORMATION:

EPA ID#: IND088736657 Distance/Direction: .24 mi NE SIMS Score: 2  
 MIDLAND ROSS CORP METAL FRAMING DIV County: ELKHART  
 802 EISENHOWER DR N Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

NAME NOT REPORTED Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

EIS Comments: GENERAL LOCATION

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): LARGE QUANTITY GENERATOR  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

|      |   |
|------|---|
| F006 | WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS                                       |
| F007 | SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS                               |
| F008 | PLATING BATH RESIDUES FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS    |
| F009 | SPENT STRIPPING/CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED |

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 4

## FACILITY INFORMATION:

EPA ID#: IND984919589 Distance/Direction: .24 mi NE SIMS Score: 2

TRI STATE COMPRESSED AIR SYS  
1309 EISENHOWER DR S  
GOSHEN, IN 46526

County: ELKHART  
Land Type: PRIVATE

## Current Owner Information:

ADAMS LEE  
59528 C 9  
ELKHART IN 46517

Ownership Status: PRIVATE

## ANCILLARY SITE INFORMATION:

|   |                                     |
|---|-------------------------------------|
| Notifier Status:  | NOT A NON-NOTIFIER                  |
| National Corrective Action Priority System Rank (NCAPS):            | Not on NCAPS                        |
| Does Facility Currently Accept Hazardous Waste from Another Site?   | COMMERCIAL STATUS UNKNOWN           |
| Is Site Verified as Being Engaged in Transport of Hazardous Wastes? | NO                                  |
| Is Site Verified as Having Land Disposal Processes?                 | NO                                  |
| Is Site Verified as Having Incinerators on Site?                    | NO                                  |
| Is Site Verified as Having Storage/Treatment Units on Site?         | NO                                  |
| Generator Type (from Notification):                                 | CONDITIONALLY EXEMPT SMALL QUANTITY |
| Is Site a Treatment, Storage and/or Disposal Facility?              | NOT A TSD, UNVERIFIED               |
| Does Site Burn/Blend Hazardous Waste?                               | UNVERIFIED                          |
| Does Site Operate Underground Injection Wells?                      | NO UIC ACTIVITY                     |

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

D001 IGNITABLE WASTE

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 5

## FACILITY INFORMATION:

EPA ID#: INR000002816 Distance/Direction: .07 mi NE SIMS Score: 2  
 LIBERTY HOMES County: ELKHART  
 1101 EISENHOWER Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

LIBERTY HOMES Ownership Status: PRIVATE  
 1101 EISENHOWER  
 GOSHEN IN 46526

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): CONDITIONALLY EXEMPT SMALL QUANTITY  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

Waste Code: Description:  
 D001 IGNITABLE WASTE

- \* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.



# RCRIS - GEN

MAP ID #: 6

## FACILITY INFORMATION:

EPA ID#: IND005252093 Distance/Direction: .17 mi NW SIMS Score: 2  
 IVY TERRACE INC County: ELKHART  
 712 EISENHOWER DR Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

NAME NOT REPORTED Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

EIS Comments: UNKNOWN IF N. OR S. EISENHOWER.

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): CONDITIONALLY EXEMPT SMALL QUANTITY  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements                 | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements               | No Outstanding Violations in this Area |
| Land Restriction Requirements            | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements           | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area       | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

|      |   |
|------|---|
| D000 | UNKNOWN   |
| P097 | FAMPHUR OR PHOSPHOROTHIOIC ACID-4-((DIMETHYLAMINO)SULFONYL)PHENYL]0,0-DIETHYL ESTER |
| U112 | ACETIC ACID ETHYL ESTER(I) OR ETHYL ACETATE(I)                                      |
| U140 | 1-PROPANOL, 2-METHYL-(I,T), OR ISOBUTYL ALCOHOL (I,T)                               |
| U154 | METHANOL (I), OR METHYL ALCOHOL (I)   |
| U220 | BENZENE, METHYL-, OR TOLUENE  |
| U223 | BENZENE, 1,3-DIISOCYANATOMETHYL-(R,T), OR TOLUENE DIISOCYANATE (R,T)                |

## RCRIS - GEN

|      |   |
|------|---|
| U238 | CARBAMIC ACID, ETHYL ESTER, OR ETHYL CARBAMATE (URETHANE) |
| U239 | BENZENE, DIMETHYL-(I,T), OR XYLENE (I)                    |

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

**MAP ID #:** 8

### FACILITY INFORMATION:

|                     |              |                               |                            |
|---------------------|--------------|-------------------------------|----------------------------|
| EPA ID#:            | IND984964858 | Distance/Direction: .10 mi NW | SIMS Score: 2              |
| BENTELER INDUSTRIES |              | County:                       | ELKHART                    |
| 910 S EISENHOWER DR |              | Land Type:                    | NOT LOCATED ON INDIAN LAND |
| GOSHEN, IN 46526    |              |                               |                            |

### Current Owner Information:

|                       |                   |
|-----------------------|-------------------|
| BENTELER INDUSTRIES   | Ownership Status: |
| 320 HALL ST SW        | PRIVATE           |
| GRAND RAPIDS MI 49507 |                   |

### ANCILLARY SITE INFORMATION:

|   |                           |
|---|---------------------------|
| Notifier Status:  | NOT A NON-NOTIFIER        |
| National Corrective Action Priority System Rank (NCAPS):            | Not on NCAPS              |
| Does Facility Currently Accept Hazardous Waste from Another Site?   | COMMERCIAL STATUS UNKNOWN |
| Is Site Verified as Being Engaged in Transport of Hazardous Wastes? | NO                        |
| Is Site Verified as Having Land Disposal Processes?                 | NO                        |
| Is Site Verified as Having Incinerators on Site?                    | NO                        |
| Is Site Verified as Having Storage/Treatment Units on Site?         | NO                        |
| Generator Type (from Notification):                                 | SMALL QUANTITY GENERATOR  |
| Is Site a Treatment, Storage and/or Disposal Facility?              | NOT A TSD, UNVERIFIED     |
| Does Site Burn/Blend Hazardous Waste?                               | UNVERIFIED                |
| Does Site Operate Underground Injection Wells?                      | NO UIC ACTIVITY           |

### OUTSTANDING VIOLATION INFORMATION:\*

#### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements                 | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

### WASTES GENERATED:

| <u>Waste Code:</u> | <u>Description:</u> |
|--------------------|---------------------|
| D001               | IGNITABLE WASTE     |

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 9

## FACILITY INFORMATION:

EPA ID#: IND005253513 Distance/Direction: .00 mi SIMS Score: 2  
 GOSHEN CUSHION INC County: ELKHART  
 1010 EISENHOWER DR S Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

BREWSTER ROBERT H Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

EIS Comments: SUBJECT SITE

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): SMALL QUANTITY GENERATOR  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements                 | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

| Waste Code: | Description:               |
|-------------|----------------------------|
| F002        | SPENT HALOGENATED SOLVENTS |

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 10

## FACILITY INFORMATION:

EPA ID#: IND982612228 Distance/Direction: .07 mi SW SIMS Score: 2  
 BOWER MFG CORP County: ELKHART  
 2515 INDUSTRIAL PK DR Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

GOSHEN RUBBER CO INC Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): SMALL QUANTITY GENERATOR  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

D001 IGNITABLE WASTE

- \* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 11

## FACILITY INFORMATION:

EPA ID#: IND984873786 Distance/Direction: .09 mi SW SIMS Score: 2  
 DYNATECH INDUSTRIES INC County: ELKHART  
 2516 INDUSTRIAL PK DR Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

GROSS D AND BLANDFORD D Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): SMALL QUANTITY GENERATOR  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

|      |                                |
|------|--------------------------------|
| D001 | IGNITABLE WASTE                |
| F003 | SPENT NON-HALOGENATED SOLVENTS |
| F005 | SPENT NON-HALOGENATED SOLVENTS |

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 11

## FACILITY INFORMATION:

EPA ID#: IND984892257 Distance/Direction: .09 mi SW SIMS Score: 2  
 IR AIR CENTER County: ELKHART  
 2516 STE I INDUSTRIAL PK DR Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526  
 Current Owner Information:  
 INGERSOLL RAND CO Ownership Status: PRIVATE

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): CONDITIONALLY EXEMPT SMALL QUANTITY  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

|      |                                |
|------|--------------------------------|
| D001 | IGNITABLE WASTE                |
| F003 | SPENT NON-HALOGENATED SOLVENTS |

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRIS - GEN

MAP ID #: 12

## FACILITY INFORMATION:

EPA ID#: IND982634479 Distance/Direction: .16 mi SE SIMS Score: 1  
 DUPLEX PRODUCTS INC County: ELKHART  
 703 E KERCHER RD Land Type: NOT LOCATED ON INDIAN LAND  
 GOSHEN, IN 46526

## Current Owner Information:

DUPLEX PRODUCTS INC Ownership Status: PRIVATE  
 ADDRESS NOT REPORTED  
 CITY NOT REPORTED AK 99998

## ANCILLARY SITE INFORMATION:

Notifier Status: NOT A NON-NOTIFIER  
 National Corrective Action Priority System Rank (NCAPS): Not on NCAPS  
 Does Facility Currently Accept Hazardous Waste from Another Site? COMMERCIAL STATUS UNKNOWN  
 Is Site Verified as Being Engaged in Transport of Hazardous Wastes? NO  
 Is Site Verified as Having Land Disposal Processes? NO  
 Is Site Verified as Having Incinerators on Site? NO  
 Is Site Verified as Having Storage/Treatment Units on Site? NO  
 Generator Type (from Notification): CONDITIONALLY EXEMPT SMALL QUANTITY  
 Is Site a Treatment, Storage and/or Disposal Facility? NOT A TSD, UNVERIFIED  
 Does Site Burn/Blend Hazardous Waste? UNVERIFIED  
 Does Site Operate Underground Injection Wells? NO UIC ACTIVITY

## OUTSTANDING VIOLATION INFORMATION:\*

### Area of Violation

|  |  |
|--|--|
| Generator Requirements:                  | No Outstanding Violations in this Area |
| Transporter Requirements:                | No Outstanding Violations in this Area |
| TSD Groundwater Monitoring Requirements: | No Outstanding Violations in this Area |
| TSD Closure/Post Closure Requirements:   | No Outstanding Violations in this Area |
| TSD Financial Requirements:              | No Outstanding Violations in this Area |
| Land Restriction Requirements:           | No Outstanding Violations in this Area |
| TSD Land Restriction Requirements:       | No Outstanding Violations in this Area |
| Corrective Action Requirements:          | No Outstanding Violations in this Area |
| TSD-Other Violations:                    | No Outstanding Violations in this Area |
| Formal Enforcement Agreements Area:      | No Outstanding Violations in this Area |

## WASTES GENERATED:

### Waste Code: Description:

D001 IGNITABLE WASTE

\* Please note that the RCRIS databases often contain very little information regarding outstanding violations at a facility. Therefore, if a facility is noted in RCRIS - GEN or RCRIS - TSD as having a violation in a particular area, there may be no other information available.

# RCRA Violations/Corrective Actions (CORRACTS)

MAP ID #: 2

## FACILITY INFORMATION:

EPA ID#: IND990872806

HOMECREST CORP  
1002 EISENHOWER DR N  
GOSHEN, IN 46526

County: ELKHART  
Land Type: NOT LOCATED ON INDIAN LAND

## VIOLATION INFORMATION:

VIOLATION #: 0001

Area of Violation: GENERATOR-ALL REQUIREMENTS

Determination Date: 05/08/86

Class of Violation: 1 \*

### Enforcement Information (pertaining to violation # 0001):

Enforcement Agency: STATE  
Date Enforcement Issued: 10/22/86  
Type of Enforcement: WRITTEN INFORMAL  
Assessed Penalty: \$  
Settlement Amount: \$

\*Violation Classes: 1. Deviations from regulations, or provisions of compliance orders, consent agreements, consent decrees or permit conditions which could result in a failure to:

- (a) Assure that hazardous waste is destined for and delivered to authorized treatment, storage, or disposal facilities (TSDF's); or
- (b) Prevent releases of hazardous waste or constituents, both during the active and any applicable post-closure periods of the facility operation where appropriate; or
- (c) Assure early detection of such releases; or
- (d) Perform emergency clean-up operation or other corrective action for releases.

2 Any violation of a RCRA requirement that does not meet the criteria above for Class 1 violations.

P. The violation file record represents a pending or potential violation subject to determination when lab sample results or legal determination becomes available.



# ERNS

**\*\* NO ERNS SITES FOUND WITHIN SEARCH AREA \*\***

# SPL

## INDIANA STATE CLEANUP SITES

MAP ID#: 7

### FACILITY INFORMATION:

Site ID: 6960 Distance/Direction: .141 mi NE

SIMS Score: 2

REESE PRODUCTS, INC.

1206

GOSHEN IN

County: ELKHART

TYPE OF SITE:

VOLUNTARY REMEDIATION SITE

# Leaking RST

MAP ID #: 2

**FACILITY INFORMATION:** Site Number: IN9303509 Distance/Direction: .262 mi NE SIMS Score:2  
Facility Id#: IN004401  
HOMECREST CORPORATION  
1002 EISENHOWER DR  
GOSHEN IN 46526  
Leak Date::  
Disposition Date:: / /  
Data Entry Date: 03/05/93  
Substance: Petroleum(LUST)  
Was Soil Affected? Y  
Was Groundwater Affected? N  
Was Surface Water Affected? N  
Was Leak Near Utility Lines? N  
Was Drinking Water Affected? N  
Were Vapors Found? N  
Priority: Low  
Remedial Action Status: Active  
Agency Comments: 5BAAA

**RESPONSIBLE PARTY INFORMATION:** HOME-CREST CORPORATION

## LEAKING RST

MAP ID #: 9

FACILITY INFORMATION: Site Number: IN8908508 Distance/Direction: .000 mi SIMS Score:2

Facility Id#: IN007416

GOSHEN CUSHION INC

1010 EISENHOUR DR

GOSHEN IN 46526

Leak Date::

Disposition Date:: / /

Data Entry Date: 10/24/89

Substance: Petroleum(LUST)

Was Soil Affected? Y

Was Groundwater Affected? N

Was Surface Water Affected? N

Was Leak Near Utility Lines? N

Was Drinking Water Affected? N

Were Vapors Found? N

Priority: Low

Remedial Action Status: Active

Agency Comments:

RESPONSIBLE PARTY GOSHEN CUSHION INC  
INFORMATION:

EIS Comments: SUBJECT SITE

# State Landfill List

**\*\* NO STATE LANDFILLS FOUND WITHIN SEARCH AREA \*\***

# State Registered UST List

**MAP ID #:** 2

| <b>FACILITY INFORMATION:</b> |           | Distance/Direction: .262 mi NE |                 | SIMS Score: 2        |        |          |
|------------------------------|-----------|--------------------------------|-----------------|----------------------|--------|----------|
|                              |           | Facility ID#: IN004401         |                 | Number of Tanks:     |        |          |
|                              |           | HOME-CREST CORPORATION         |                 | County: ELKHART      |        |          |
|                              |           | 1002 EISENHOWER DR             |                 | Contact: JOHN BAMBER |        |          |
|                              |           | GOSHEN, IN 46526               |                 | Phone:               |        |          |
| <b>OWNER INFORMATION:</b>    |           | Owner ID#: 001796              |                 | Contact:             |        |          |
|                              |           | HOME-CREST CORP                |                 | Phone: 219-533-9571  |        |          |
|                              |           | 1002 EISENHOWER DR             |                 |                      |        |          |
|                              |           | GOSHEN, IN 46526               |                 |                      |        |          |
| <b>TANK INFORMATION:</b>     |           |                                |                 |                      |        |          |
| Tank#                        | Inst Date | Size (Gallons)                 | Status          | Material             | Piping | Contents |
| 01                           |           | 1000                           | Perm out of svc | Steel                | Other  | Gasoline |
| 02                           |           | 10000                          | Perm out of svc | Steel                | Other  | Kerosene |
| 03                           |           | 1000                           | Perm out of svc | Steel                | Other  | Gasoline |
| 04                           |           | 1000                           | Perm out of svc | Steel                | Other  | Kerosene |

**MAP ID #:** 9

| <b>FACILITY INFORMATION:</b>      |           | Distance/Direction: .000 mi |                 | SIMS Score: 2          |                  |          |
|-----------------------------------|-----------|-----------------------------|-----------------|------------------------|------------------|----------|
|                                   |           | Facility ID#: IN007416      |                 | Number of Tanks:       |                  |          |
|                                   |           | GOSHEN CUSHION INC          |                 | County: ELKHART        |                  |          |
|                                   |           | 1010 EISENHOUR DR           |                 | Contact: PETE PETERSON |                  |          |
|                                   |           | GOSHEN, IN 46526            |                 | Phone:                 |                  |          |
| <b>OWNER INFORMATION:</b>         |           | Owner ID#: 002521           |                 | Contact:               |                  |          |
|                                   |           | YODER OIL COMPANY INC       |                 | Phone: 219-534-3651    |                  |          |
|                                   |           | 1125 KENT ST                |                 |                        |                  |          |
|                                   |           | ELKHART, IN 46514           |                 |                        |                  |          |
| <b>EIS Comments:</b> SUBJECT SITE |           |                             |                 |                        |                  |          |
| <b>TANK INFORMATION:</b>          |           |                             |                 |                        |                  |          |
| Tank#                             | Inst Date | Size (Gallons)              | Status          | Material               | Piping           | Contents |
| 01                                |           | 0                           | Perm out of svc | Steel                  | Galvanized Steel | Gasoline |

# State Spills List

MAP ID#: 7

Record #: 9305195 Distance/Direction: .141 mi NE SIMS Score: 2

## LOCATION INFORMATION:

1206 E EISENHOWER  
GOSHEN IN 46526

## RELEASE INFORMATION:

|                             |                                 |
|-----------------------------|---------------------------------|
| Date of Spill:              | 05/17/93                        |
| Type of Spill:              | SPILL                           |
| Reported by:                | RESPONSIBLE PARTY               |
| Investigated by:            | ERS STAFF                       |
| Source of Spill:            | INDUSTRIAL                      |
| Material Spilled:           | PETROLEUM HYDROCARBON           |
| Was Spill Contained?        | NO                              |
| Area Affected:              | UNK                             |
| Fish Killed:                | 0                               |
| Waterway Affected:          | GROUND WATER                    |
| Circumstances:              | MISCELLANEOUS                   |
| Was Water Supply Affected:  | YES                             |
| Environmental Consequences: | WATER QUALITY VIOLATION         |
| Action Taken:               |                                 |
| Cleanup Duration:           | ONGOING                         |
| Enforcement Action:         |                                 |
| Spill Source Name:          | REESE PRODUCTS INC              |
| Spill Source Address:       | PO BOX 1706<br>ELKHART IN 46515 |

# **PADS - PCB Activity Database**

**\*\* NO PADS SITES FOUND WITHIN SEARCH AREA \*\***



# Federal Superfund Liens

**\*\* NO FEDERAL SUPERFUND LIENS FOUND WITHIN SEARCH AREA \*\***

# EPA/State Residential Radon Survey

## Aggregate Results of Radon Tests for ZIP Code 46526 (site ZIP):

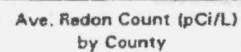
|  |      |
|--|------|
| Number of Tests for ZIP Code 46526:            | 22   |
| Lowest Count Found:                            | 0.7  |
| Highest Count Found:                           | 18.1 |
| Average Count:                                 | 5.46 |
| Number of Counts Equal to or Greater than 4.0: | 14   |
| Number of Counts Less than 4.0:                | 8    |

## Aggregate Results of Radon Tests for ELKHART County:

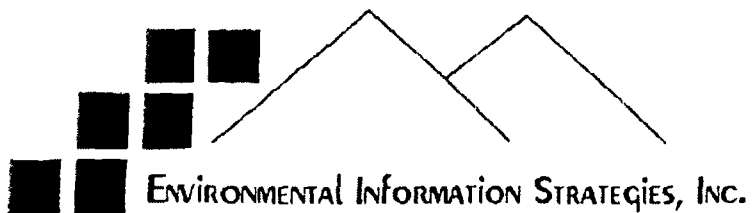
|  |      |
|--|------|
| Number of Tests for County:                    | 76   |
| Lowest Count Found:                            | 0.1  |
| Highest Count found:                           | 18.1 |
| Average Count:                                 | 4.02 |
| Number of Counts Equal to or Greater than 4.0: | 33   |
| Number of Counts Less than 4.0:                | 43   |

EPA screening indoor radon data were collected from 12/12/87 through 03/27/89 . Data represent 2-7 day charcoal canister measurements from the lowest level of each home tested.

## EPA/State Residential Radon Survey, State of Indiana\*



|   |         |      |
|---|---------|------|
| ■ | 6 to 11 | (10) |
| ■ | 5 to 6  | (9)  |
| ■ | 4 to 5  | (14) |
| ■ | 3 to 4  | (20) |
| ■ | 2 to 3  | (17) |
| ■ | 1 to 2  | (24) |
| ■ | 0 to 1  | (3)  |



(812) 948-2108 • (800) 947-2108 • FAX (812) 941-8817  
404 East Main Street - New Albany, IN 47150

ENVIRONMENTAL INFORMATION STRATEGIES, INC.

August 6, 1997

ATTN: Nathan Bair  
ISES  
1415 Lincoln Way W Ste E  
Osceola, IN 46561

Fax # ( 219) 674-6166

Dear Nathan,

A fire insurance map search was conducted for the following site:

Goshen Cushion  
1010 Eisenhower  
Goshen, IN

Results: **NO MAPS FOUND**

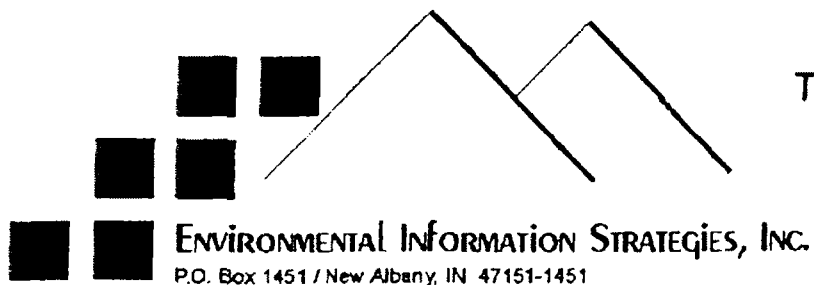
If you have any questions, please don't hesitate to call. Thank you very much for your business.

We look forward to serving you again soon.

Sincerely,

Erin Endris  
Research Director

ISES001205



**The Highest Quality Source for  
Value-Added Environmental  
Information**

**ENVIRONMENTAL INFORMATION STRATEGIES, INC.**  
P.O. Box 1451 / New Albany, IN 47151-1451

|                        |   |
|------------------------|---|
| <b>Report Type:</b>    | Summary ZIP Code Report   |
| <b>Prepared For:</b>   | Nathan Bair<br>ISES<br>1415 Lincoln Way West<br>Osceola, IN 46561 |
| <b>Subject Site:</b>   | Goshen Cushion<br>1010 Eisenhower<br>Goshen, IN                   |
| <b>Date of Report:</b> | 14 August 97  |
| <b>EIS Report ID:</b>  | 2650014   |

If you have any questions,  
please call us

**Toll-Free:** (800) 947-2108  
**Fax:** (812) 941-8817

The information contained in this report comes from a variety of recently published Federal and State databases. Every reasonable attempt has been made to ensure the accuracy of the information contained in this report. However, EIS cannot be held responsible for the accuracy or completeness of the government records used in this report. Further, EIS assumes no responsibility for potential errors in the conversion, transcription, or plotting of data. The purchaser proceeds at its own risk in choosing to rely on EIS services, in whole or in part. Determining the appropriate use of EIS's products and services is the sole responsibility of the purchaser. It is understood that EIS is not engaged in rendering legal, accounting, or other professional advice. EIS's obligation is solely limited to providing portions of recently published public records.

ISES001206

# Summary ZIP Code Report

## Explanation:

The Summary ZIP Code Report is a summary listing of all sites in ASTM Databases which have ZIP Codes matching those in your site area. Sites which have been identified by EIS as lying within the relevant search radii are so noted with an asterisk (\*) in the Radius Flag column. Sites which were not mappable are marked with a question mark (?) in the Radius Flag column. Full record information for these sites can be found within the body of the report. NOTE THAT THIS IS NOT AN ORPHAN LIST. If any of the sites in the Summary ZIP Code Report are of interest to you, EIS will fax the full record information for that site to at no additional charge.

## Acronyms:

NPL = National Priorities List / RCRIS TSD = RCRIS Treatment, Storage & Disposal / CERCLIS / RCRIS GEN = RCRIS Generators / SPL = State Priorities List / ERNS = Emergency Response Notification System / LRST = Leaking RST / SLFL = Landfills / RST = Registered Storage Tanks / Spills = State Spills List / Viol = RCRIS Violation

| Radius Flag | Agency ID Number | Facility/Source Name             | Database | Address<br>City, State, ZIP Code                  |
|-------------|------------------|----------------------------------|----------|---|
|             | IND005460175     | ARTCO METAL FINISHING INC        | CERCLIS  | 610 E MADISON ST<br>GOSHEN IN 46526               |
|             | IND070993589     | BLUE RIBBON LADDER CO            | CERCLIS  | 601 E REYNOLDS ST<br>GOSHEN IN 46526              |
|             | IND054644323     | GEMEINHARDT CO INC               | CERCLIS  | 57882 ST RTE 19 S<br>ELKHART IN 46526             |
|             | IND984977330     | HYDRAULIC CANAL SITE             | CERCLIS  | W JEFFERSON ST BTWN ELKHART RV<br>GOSHEN IN 46526 |
|             | IND009549593     | JOHNSON CONTROLS INC             | CERCLIS  | 1302 E MONROE ST<br>GOSHEN IN 46526               |
|             | IND984867622     | MASTER FAB                       | CERCLIS  | 16725 GORECO DRIVE<br>GOSHEN IN 46526             |
|             | IND000807016     | MILES INC ,DIAGNOSTICS DIV       | CERCLIS  | 3400 MIDDLEBURY ROAD<br>ELKHART IN 46526          |
|             | IND984974055     | OK MARKETING INC.                | CERCLIS  | 525 EAST LINCOLN AVENUE<br>GOSHEN IN 46526        |
|             | IND102350451     | ROCKWOOD INCORPORATED SITE       | CERCLIS  | 3010 COLLEGE AVENUE<br>GOSHEN IN 46526            |
|             | IND980900096     | SAXTON (AMS)                     | CERCLIS  | UNDERGROUND<br>TERRE HAUTE IN 46526               |
|             | IND057388266     | STARCRAFT AUTOMOTIVE CORPORATION | CERCLIS  | 2703 COLLEGE AVE<br>GOSHEN IN 46526               |
|             | 508769           |                                  | ERNS     | 1000 S MAIN STREET RED D MART<br>GOSHEN IN        |
|             | IN8902040        | AMOCO                            | LRST     | 501 E MADISON ST<br>GOSHEN IN 46526               |
|             | IN8910503        | AMOCO OIL                        | LRST     | 501 E MADISON ST<br>GOSHEN IN 46526               |
|             | IN8908587        | BERKEY GARAGE                    | LRST     | 1715 E LINCOLN AVE<br>GOSHEN IN 46526             |
|             | IN8910525        | FRED SLABAUGH PROPERTY           | LRST     | 65430 US 33<br>GOSHEN IN 46526                    |
|             | IN9505531        | GOODYEAR AUTO SERVICE CNTR 6127  | LRST     | 410 W PIKE ST<br>GOSHEN IN 46526                  |
|             | IN9201557        | GOSHEN CAR WASH                  | LRST     | CHICAGO AVE & US 33<br>GOSHEN IN 46526            |
| *           | IN8908508        | GOSHEN CUSHION INC               | LRST     | 1010 EISENHOUR DR<br>GOSHEN IN 46526              |

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| Radius Flag | Agency ID Number | Facility/Source Name          | Database | Address City, State, ZIP Code            |
|-------------|------------------|-------------------------------|----------|--|
|             | IN8912529        | GOSHEN IRON & METAL INC       | LRST     | 409 W LINCOLN AVE<br>GOSHEN IN 46526     |
|             | IN9209501        | GOSHEN MUNICIPAL AIRPORT      | LRST     | 17229 CR 42<br>GOSHEN IN 46526           |
|             | IN9208501        | GOSHEN OPERATING HEADQUARTERS | LRST     | 300 E KERCHER RD<br>GOSHEN IN 46526      |
|             | IN8908509        | GOSHEN SASH AND DOOR          | LRST     | 613 E PURL ST<br>GOSHEN IN 46526         |
|             | IN9306526        | HILGENDORF PROPERTY           | LRST     | 18045 COUNTY RD 18<br>GOSHEN IN 46526    |
| *           | IN9303509        | HOMECREST CORPORATION         | LRST     | 1002 EISENHOWER DR<br>GOSHEN IN 46526    |
|             | IN9410523        | MAHLON BONTRAGER              | LRST     | 904 CHICAGO AVE<br>GOSHEN IN 46526       |
|             | IN8912515        | MOGUL RUBBER CO               | LRST     | 317 W DOUGLAS ST<br>GOSHEN IN 46526      |
|             | IN9206557        | MULLETT BATTERY CO            | LRST     | 1513 E LINCOLN AVE<br>GOSHEN IN 46526    |
|             | IN9310530        | MURRY CHRIS CRAFT             | LRST     | 310 STEURY AVE<br>GOSHEN IN 46526        |
|             | IN9502521        | NATIONWISE AUTO PARTS #267    | LRST     | 600-700 W LINCOLN AVE<br>GOSHEN IN 46526 |
|             | IN9503521        | NATIONWISE AUTO PARTS #267    | LRST     | 600-700 W LINCOLN AVE<br>GOSHEN IN 46526 |
|             | IN9205515        | OWEN WEAVER PROPERTY (SHELL)  | LRST     | 301 S MAIN<br>GOSHEN IN 46526            |
|             | IN9609538        | RED D MART                    | LRST     | 1000 S MAIN ST<br>GOSHEN IN 46526        |
|             | IN9110517        | RED-D-MART                    | LRST     | 1000 S MAIN ST<br>GOSHEN IN 46526        |
|             | IN8907507        | SHAVERS STOP AND GO           | LRST     | 65615 SR 15<br>GOSHEN IN 46526           |
|             | IN9210526        | SHOWALTER BUICK               | LRST     | 3220 ELKHART RD<br>GOSHEN IN 46526       |
|             | IN9512523        | SPEEDWAY UNIT 5157            | LRST     | 910 W LINCOLN<br>GOSHEN IN 46526         |
|             | IN9109513        | STARCRAFT AUTO                | LRST     | 2703 COLLEGE AVE<br>GOSHEN IN 46526      |
|             | IN9110523        | UNITED UNIT # 6087            | LRST     | 501 W PIKE<br>GOSHEN IN 46526            |
|             | IN9112513        | UNIVERSAL COOPERATIVE         | LRST     | 2600 E COLLEGE AVE<br>GOSHEN IN 46526    |
|             | IN9009596        | WESTERN RUBBER                | LRST     | 620 E DOUGLAS ST<br>GOSHEN IN 46526      |
|             | IN9407538        | WIGGINS SERVICE CENTER        | LRST     | 400 E LINCOLN<br>GOSHEN IN 46526         |
|             | IND074319021     | A AND R DISTRIBUTING INC      | RCRIS    | 605 LOGAN ST<br>GOSHEN IN 46526          |
|             | IND984889550     | A C FABRICATING CORP          | RCRIS    | 1821 CENTURY DR<br>GOSHEN IN 46526       |

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|-------------|------------------|------------------------------------|----------|--|
|             | IND040262131     | AC FABRICATING CORP                | RCRIS    | 64598 US 33 E<br>GOSHEN IN 46526         |
|             | IND051852150     | AG TRUCKING INC                    | RCRIS    | 65430 US 33<br>GOSHEN IN 46526           |
|             | IND982641482     | ALL PAINT INC                      | RCRIS    | 400 N MAIN ST<br>GOSHEN IN 46526         |
|             | IN0000912006     | AMERICAN CARGO CORP                | RCRIS    | 64141 US 33 S<br>GOSHEN IN 46526         |
|             | IND005068820     | ANDERSON BOLLING MFG CO BARLER DIV | RCRIS    | 214 JEFFERSON ST<br>GOSHEN IN 46526      |
|             | IND980897243     | AQUARIUS PLASTICS                  | RCRIS    | 1803 CENTURY DR<br>GOSHEN IN 46526       |
|             | IND005460175     | ARTCO METAL FINISHING INC          | RCRIS    | 610 E MADISON ST<br>GOSHEN IN 46526      |
| *           | IND984964858     | BENTELER INDUSTRIES                | RCRIS    | 910 S EISENHOWER DR<br>GOSHEN IN 46526   |
|             | IND984904359     | BERKEYS GARAGE INC                 | RCRIS    | 1715 E LINCOLN AVE<br>GOSHEN IN 46526    |
|             | IND981802770     | BLOSSER ENTERPRISES INC            | RCRIS    | 1202 LINCOLN WAY E<br>GOSHEN IN 46526    |
|             | IND070993589     | BLUE RIBBON LADDER CO              | RCRIS    | 601 E REYNOLDS ST<br>GOSHEN IN 46526     |
|             | IND982069866     | BOBS COLLISION SERVICE             | RCRIS    | 815 S 9TH ST<br>GOSHEN IN 46526          |
|             | IND005253570     | BOWER MFG CORP                     | RCRIS    | 1019 S 10TH ST<br>GOSHEN IN 46526        |
| *           | IND982612228     | BOWER MFG CORP                     | RCRIS    | 2515 INDUSTRIAL PK DR<br>GOSHEN IN 46526 |
|             | IND984866012     | BU MAC INDUSTRIES                  | RCRIS    | 212 PROSPECT AVE<br>GOSHEN IN 46526      |
|             | IN0000448464     | COBRA IND ROCKWOOD                 | RCRIS    | 65275 ELDERS DR<br>GOSHEN IN 46526       |
|             | IN0000038075     | COBRA INDUSTRIES                   | RCRIS    | 65084 FIRETHORN DR<br>GOSHEN IN 46526    |
|             | IN0000115238     | COBRA INDUSTRIES                   | RCRIS    | 816 LOGAN ST<br>GOSHEN IN 46526          |
|             | IND982644890     | CONRAIL YARD                       | RCRIS    | LINCOLN AVE<br>GOSHEN IN 46526           |
|             | IN0000362962     | DAY EQUIPMENT CORP                 | RCRIS    | 1402 E MONROE<br>GOSHEN IN 46526         |
|             | IND086782703     | DOME PIPELINE CORP GOSHEN MC       | RCRIS    | CO RDS 27 AND 38<br>GOSHEN IN 46526      |
|             | IND984873430     | DOORS AND DRAWERS INC              | RCRIS    | 64722 CR 27<br>GOSHEN IN 46526           |
|             | IND121845127     | DOUGLAS CARPET AND DRY CLEANERS    | RCRIS    | 215 PLEASANT AVE<br>GOSHEN IN 46526      |
|             | IND078915972     | DUPLEX PRODUCTS INC                | RCRIS    | 1302 EISENHOUR DR<br>GOSHEN IN 46526     |

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|-------------|------------------|------------------------------------|----------|--|
| *           | IND982634479     | DUPLEX PRODUCTS INC                | RCRIS    | 703 E KERCHER RD<br>GOSHEN IN 46526      |
|             | INR000000299     | DUTCH MILLS INC                    | RCRIS    | 2116 W WILDEN<br>GOSHEN IN 46526         |
| *           | IND984873786     | DYNATECH INDUSTRIES INC            | RCRIS    | 2516 INDUSTRIAL PK DR<br>GOSHEN IN 46526 |
|             | IND016348086     | EAGLE UNIFORM AND LINEN SERVICE    | RCRIS    | 117 W JEFFERSON ST<br>GOSHEN IN 46526    |
|             | IND982221392     | EBY FORD                           | RCRIS    | 2714 ELKHART RD<br>GOSHEN IN 46526       |
|             | IND984944314     | ELKHART COUNTY HWY DEPT            | RCRIS    | 600 E JACKSON<br>GOSHEN IN 46526         |
|             | IND984879833     | ELKHART CTY HEALTH DEPT            | RCRIS    | 22830 US 33<br>GOSHEN IN 46526           |
|             | IND982420200     | FABWEL COMPOSITES INC              | RCRIS    | 16710 MAPLE CITY DR<br>GOSHEN IN 46526   |
|             | IND016348716     | FIEDEKE DRY CLEANERS               | RCRIS    | 211 S FIFTH ST<br>GOSHEN IN 46526        |
|             | IND980615330     | G R C TRUCKING INC                 | RCRIS    | 1525 S TENTH ST<br>GOSHEN IN 46526       |
|             | IND984891796     | GENERAL CRAFTS                     | RCRIS    | 602 E MADISON<br>GOSHEN IN 46526         |
|             | IND070981105     | GLS FIBERGLASS                     | RCRIS    | 416 N MAIN ST<br>GOSHEN IN 46526         |
|             | IND984940486     | GLS FIBERGLASS                     | RCRIS    | 64323 US 33 E<br>GOSHEN IN 46526         |
|             | IND985048487     | GOSHEN CITY OF ST DEPT             | RCRIS    | 308 N FIFTH ST<br>GOSHEN IN 46526        |
|             | IND984895011     | GOSHEN CITY OF WASTEWATER          | RCRIS    | 1000 W WILDEN AVE<br>GOSHEN IN 46526     |
|             | IND984877399     | GOSHEN COLLEGE                     | RCRIS    | 1700 S MAIN ST<br>GOSHEN IN 46526        |
| *           | IND005253513     | GOSHEN CUSHION INC                 | RCRIS    | 1010 EISENHOWER DR S<br>GOSHEN IN 46526  |
|             | IND005245873     | GOSHEN DIE CUTTING INC             | RCRIS    | 815 LOGAN ST<br>GOSHEN IN 46526          |
|             | IN0000114975     | GOSHEN HIGH SCHOOL VOCATIONAL SHOP | RCRIS    | 1 REDSKIN RD<br>GOSHEN IN 46526          |
|             | IND074332453     | GOSHEN HOSPITAL ASSOCIATION        | RCRIS    | 200 HIGH PARK AVE<br>GOSHEN IN 46526     |
|             | IND016348914     | GOSHEN IRON AND METAL INC          | RCRIS    | 409 W LINCOLN AVE<br>GOSHEN IN 46526     |
|             | IND092444256     | GOSHEN MFG CO                      | RCRIS    | 612 REYNOLDS ST<br>GOSHEN IN 46526       |
|             | IND000803841     | GOSHEN OPERATING HEADQUARTERS      | RCRIS    | 300 E KERCHER RD<br>GOSHEN IN 46526      |
|             | IND005070784     | GOSHEN RUBBER CO INC               | RCRIS    | 1525 S TENTH ST<br>GOSHEN IN 46526       |
|             | IND063296347     | GOSHEN SPEEDWASH                   | RCRIS    | 118 E CLINTON<br>GOSHEN IN 46526         |

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| Radius Flag | Agency ID Number | Facility/Source Name            | Database | Address<br>City, State, ZIP Code               |
|-------------|------------------|---------------------------------|----------|--|
|             | IND984902429     | GOSHEN SPRAY PAINTING           | RCRIS    | 414 N MAIN ST<br>GOSHEN IN 46526               |
|             | IND005072228     | GOSHEN STAMPING CO INC          | RCRIS    | 1025 S 10TH ST<br>GOSHEN IN 46526              |
|             | IND150607539     | GULF STREAM COACH CONQUEST DIV  | RCRIS    | 1701 CENTURY DR<br>GOSHEN IN 46526             |
| *           | IND990872806     | HOMECREST CORP                  | RCRIS    | 1002 EISENHOWER DR N<br>GOSHEN IN 46526        |
|             | INR000002824     | INDEPENDENT PROTECTION          | RCRIS    | 1607 S MAIN ST<br>GOSHEN IN 46526              |
|             | IND984904102     | INDOT GOSHEN SUBDIST            | RCRIS    | NEW YORK ST 0 PT 3 MI E<br>GOSHEN IN 46526     |
| *           | IND984892257     | IR AIR CENTER                   | RCRIS    | 2516 STE I INDUSTRIAL PK DR<br>GOSHEN IN 46526 |
| *           | IND005252093     | IVY TERRACE INC                 | RCRIS    | 712 EISENHOWER DR<br>GOSHEN IN 46526           |
|             | IN0000082974     | JAYCO VANS                      | RCRIS    | 17091 CR 38 WEST<br>GOSHEN IN 46526            |
|             | IND985104025     | JENKINS R W AUTOMOTIVE INC      | RCRIS    | 1028 US 33 E<br>GOSHEN IN 46526                |
|             | IND009549583     | JOHNSON CONTROLS INC            | RCRIS    | 1302 E MONROE ST<br>GOSHEN IN 46526            |
|             | IND981799745     | JULIE AND HERR CUSTOM PAINT INC | RCRIS    | 16990 CO RD 38<br>GOSHEN IN 46526              |
|             | IND039346440     | KIRK PONTIAC CHEVROLET INC      | RCRIS    | 2824 ELKHART RD<br>GOSHEN IN 46526             |
|             | IND016349441     | KIRTS DRY CLEANERS              | RCRIS    | 600 W PIKE ST<br>GOSHEN IN 46526               |
|             | IN0000142349     | KOPF TRUCKING                   | RCRIS    | 18520 US 20 EAST<br>GOSHEN IN 46526            |
|             | IND984875070     | KROPF OMER                      | RCRIS    | 212 PROSPECT AVE<br>GOSHEN IN 46526            |
|             | IND984898726     | LECHLITNER MOTORS               | RCRIS    | 1202 W PIKE<br>GOSHEN IN 46526                 |
| *           | INR000002816     | LIBERTY HOMES                   | RCRIS    | 1101 EISENHOWER<br>GOSHEN IN 46526             |
|             | IND078921624     | MAPLE CITY MACHINE INC          | RCRIS    | 17934 CO RD 38<br>GOSHEN IN 46526              |
|             | IND115299380     | MASTER FAB INC                  | RCRIS    | 1702 CENTURY DR<br>GOSHEN IN 46526             |
|             | IND982612913     | MASTER FAB INC PLT 1            | RCRIS    | 16618 MAPLE CITY DR<br>GOSHEN IN 46526         |
|             | IND984890004     | MCQUIKS 9682                    | RCRIS    | 115 W PIKE ST<br>GOSHEN IN 46526               |
|             | IND021646146     | MDK CORP                        | RCRIS    | 415 NEW ST BOX 96<br>GOSHEN IN 46526           |
|             | IND985049774     | MEDTEC AMBULANCE CORP           | RCRIS    | 64697 US 33 E<br>GOSHEN IN 46526               |
|             | IN0000970061     | MEIJER GAS STA 127              | RCRIS    | 4522 ELKHART RD<br>GOSHEN IN 46526             |

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|---------------------------------|--|----------|--|
| IND982642134                    | MIDDLEBURY HARDWOOD                    | RCRIS    | 924 E LINCOLN<br>GOSHEN IN 46526       |
| * IND088736657                  | MIDLAND ROSS CORP METAL FRAMING<br>DIV | RCRIS    | 802 EISENHOWER DR N<br>GOSHEN IN 46526 |
| IND982072480                    | MILLER BODY AND PAINT                  | RCRIS    | 523 E LINCOLN<br>GOSHEN IN 46526       |
| IND078915616                    | MO TRAILER CORP                        | RCRIS    | 605 LOGAN ST<br>GOSHEN IN 46526        |
| IND982611576                    | MOGUL RUBBER CORP                      | RCRIS    | 219 W PURL ST<br>GOSHEN IN 46526       |
| IND984941757                    | MONTEITH TIRE                          | RCRIS    | 1021 GREEN RD<br>GOSHEN IN 46526       |
| IND114372154                    | NATIVE HARDWOODS INC                   | RCRIS    | 819 LOGAN ST<br>GOSHEN IN 46526        |
| * IND045340155                  | NIBCO INC GOSHEN DIV                   | RCRIS    | 701 EISENHOWER DR N<br>GOSHEN IN 46526 |
| IN0000351437                    | NIPSCO                                 | RCRIS    | 312 N FIFTH ST<br>GOSHEN IN 46526      |
| IND981197387                    | NORTHWIND ENTERPRISES                  | RCRIS    | 810 LOGAN ST<br>GOSHEN IN 46526        |
| IND984974055                    | OK MARKETING SUPERFUND SITE            | RCRIS    | 525 EAST LINCOLN<br>GOSHEN IN 46526    |
| IND005443189                    | OMC CHRIS CRAFT BOATS                  | RCRIS    | 310 STEARY AVE<br>GOSHEN IN 46526      |
| IND985049907                    | PETROLANE MAINTENANCE                  | RCRIS    | 64622 US 33<br>GOSHEN IN 46526         |
| IND984954412                    | PLETCHER MOTOR SALES                   | RCRIS    | 1001 W PIKE<br>GOSHEN IN 46526         |
| IND984978098                    | RAP AUTOMOTIVE INC                     | RCRIS    | 65232 US 33 E<br>GOSHEN IN 46526       |
| IND006937445                    | RIETH RILEY CONSTRUCTION CO INC        | RCRIS    | 311 W MADISON ST<br>GOSHEN IN 46526    |
| IND981788946                    | RIETH RILEY CONSTRUCTION CO INC        | RCRIS    | 22176 US 33 AREA 34<br>GOSHEN IN 46526 |
| IND102350451                    | ROCKWOOD INC                           | RCRIS    | 3010 COLLEGE AVE<br>GOSHEN IN 46526    |
| IND982070740                    | ROCKWOOD INC                           | RCRIS    | 16744 CR 38<br>GOSHEN IN 46526         |
| IND984902411                    | ROCKWOOD INC                           | RCRIS    | 1402 LINCOLNWAY<br>GOSHEN IN 46526     |
| IND058954215                    | SHASTA INDUSTRIES OF INDIANA           | RCRIS    | 812 LOGAN ST<br>GOSHEN IN 46526        |
| IND000669432                    | SHERWIN WILLIMAS CO THE                | RCRIS    | 512 LINWAY PLAZA<br>GOSHEN IN 46526    |
| IND984972307                    | SHOWALTER BUICK GMC TRUCK              | RCRIS    | 3220 ELKHART RD<br>GOSHEN IN 46526     |
| IND984891002                    | SPEEDWAY 5157                          | RCRIS    | 910 W LINCOLN AVE<br>GOSHEN IN 46526   |
| IND005458195                    | STANDARD PLATING WORKS INC             | RCRIS    | 107 N SECOND ST<br>GOSHEN IN 46526     |

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|-------------|------------------|----------------------------------|----------|---|
|             | IND057388266     | STARCRAFT AUTOMOTIVE CORP        | RCRIS    | 2703 COLLEGE AVE<br>GOSHEN IN 46526       |
|             | IND000708347     | SUNOCO SERVICE STATION           | RCRIS    | 624 LINCOLNWAY E<br>GOSHEN IN 46526       |
|             | IND982617524     | SUPERIOR BODY WORKS              | RCRIS    | 2200 W WILDEN AVE<br>GOSHEN IN 46526      |
|             | IND064702988     | SUPREME CORP                     | RCRIS    | 16500 CO RD 38<br>GOSHEN IN 46526         |
|             | IND088742184     | SWARTZENDRUBER HARDWOOD CREATIVE | RCRIS    | 1100 CHICAGO AVE<br>GOSHEN IN 46526       |
|             | IND005246004     | T AND M RUBBER                   | RCRIS    | 1102 S 10TH ST<br>GOSHEN IN 46526         |
|             | IND980903421     | TRAV A CAP INC                   | RCRIS    | 64654 US HWY 33 BLDG E<br>GOSHEN IN 46526 |
| *           | IND984919589     | TRI STATE COMPRESSED AIR SYS     | RCRIS    | 1309 EISENHOWER DR S<br>GOSHEN IN 46526   |
|             | IND984897801     | TRI TRAN INC                     | RCRIS    | 15952 CNTY RD 38<br>GOSHEN IN 46526       |
|             | IND985093848     | TRIMEN ENGINEERING AND SVC       | RCRIS    | 901 E MADISON<br>GOSHEN IN 46526          |
|             | IND102357084     | TRU GREEN LAWN CARE              | RCRIS    | 1511 EISENHOWER DR N<br>GOSHEN IN 46526   |
|             | INT190014548     | UNIVERSAL COOPERATIVES INC       | RCRIS    | 2600 COLLEGE AVE<br>GOSHEN IN 46526       |
|             | IND984891515     | VAN AMERICA PAINT SHOP           | RCRIS    | 64576 CR 27<br>GOSHEN IN 46526            |
|             | IND985103076     | WAL MART STORE 1378              | RCRIS    | 2015 LINCOLNWAY E<br>GOSHEN IN 46526      |
|             | IND985102979     | WAL MART STORE 1566              | RCRIS    | 4024 ELKHART RD STE 2<br>GOSHEN IN 46526  |
|             | IND005068572     | WESTERN RUBBER CO INC            | RCRIS    | 620 E DOUGLAS ST<br>GOSHEN IN 46526       |
|             | IN0000045013     | WIELAND DESIGNS                  | RCRIS    | 901 E MADISON SITE B<br>GOSHEN IN 46526   |
|             | INR000000877     | COMMODORE HOMES                  | RCRIS    | 1902 CENTURY DR<br>GOSHEN IN 46527        |
|             | IN020994         | GOSHEN GENERAL HOSPITAL          | RST      | 200 HIGH PARK AVE<br>GOSHEN IN            |
|             | IN020910         | GREG SMUCKER                     | RST      | 406 PIKE ST<br>GOSHEN IN                  |
|             | IN020576         | JOHN SMITH                       | RST      | 24475 CR 126<br>GOSHEN IN                 |
|             | IN020402         | JOHN WELLINGTON                  | RST      | 500 LINCOLNWAY E<br>GOSHEN IN             |
|             | IN002041         | 3300-001                         | RST      | 117 W CLINTON ST<br>GOSHEN IN 46526       |
|             | IN001158         | ACME RADIATOR & AIR CONDITIONING | RST      | 17103 SR 4 E<br>GOSHEN IN 46526           |
|             | IN016585         | AG TRUCKING INC                  | RST      | 15952 CR 38<br>GOSHEN IN 46526            |

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| Radius<br>Flag | Agency ID<br>Number | Facility/Source Name             | Database | Address<br>City, State, ZIP Code            |
|----------------|---------------------|----------------------------------|----------|---|
|                | IN002731            | BARTOW CARTAGE INC               | RST      | 803 LOGAN ST<br>GOSHEN IN 46526             |
|                | IN002762            | BASHOR HOME                      | RST      | 62226 CR 15<br>GOSHEN IN 46526              |
|                | IN002554            | BEARCAT CORP                     | RST      | 706 LOGAN ST<br>GOSHEN IN 46526             |
|                | IN008630            | BENTON FEEDS INC                 | RST      | 67891 CENTER ST<br>GOSHEN IN 46526          |
|                | IN002603            | BERKEYS GARAGE INC               | RST      | 1715 E LINCOLN AVE<br>GOSHEN IN 46526       |
|                | IN002638            | BETHANY CHRISTIAN HIGH SCHOOL IN | RST      | 2904 S MAIN<br>GOSHEN IN 46526              |
|                | IN019070            | BONTRAGER MOTOR SERVICE          | RST      | 904 CHICAGO AVE<br>GOSHEN IN 46526          |
|                | IN008667            | BROOKVIEW FARMS                  | RST      | 67743 CR 19<br>GOSHEN IN 46526              |
|                | IN003230            | CABOT STELLITE DIV               | RST      | 1201 EISENHOWER DR N<br>GOSHEN IN 46526     |
|                | IN003214            | CARGO MASTER INC                 | RST      | 64778 CR 27<br>GOSHEN IN 46526              |
|                | IN003572            | CARROLLTON CORPORATION           | RST      | 65415 US 33 S<br>GOSHEN IN 46526            |
|                | IN022332            | CENTURY 21 KM MILLER             | RST      | 401 E MADISON<br>GOSHEN IN 46526            |
|                | IN018747            | CHARLES V GARDNER                | RST      | 404 S 11TH ST<br>GOSHEN IN 46526            |
|                | IN013457            | CITY FUEL CENTER                 | RST      | 308 N 5TH ST<br>GOSHEN IN 46526             |
|                | IN003239            | CLINTON FRAME MENNONITE CHURCH   | RST      | 63846 CR 35<br>GOSHEN IN 46526              |
|                | IN000749            | COBRA PLT                        | RST      | 812 LOGON ST<br>GOSHEN IN 46526             |
|                | IN003300            | COMPETITION ENGINEERING          | RST      | 64358 US 33<br>ELKHART IN 46526             |
|                | IN019603            | CONRAIL YARD                     | RST      | NR LOGAN & 9TH ST<br>GOSHEN IN 46526        |
|                | IN009299            | CRESTWOOD CORP                   | RST      | 703 LINCOLNWAY E<br>GOSHEN IN 46526         |
|                | IN011876            | CRIFE'S SEPTIC                   | RST      | 1504 W CLINTON ST<br>GOSHEN IN 46526        |
|                | IN009993            | CROP CARE INC                    | RST      | 63239 SR 13<br>GOSHEN IN 46526              |
|                | IN001376            | D-J CONSTRUCTION CO INC          | RST      | 1527 W WILDEN AVE<br>GOSHEN IN 46526        |
|                | IN009195            | DAIRY FARM PRODUCTS CO           | RST      | 1110 S 9TH ST PO BOX 557<br>GOSHEN IN 46526 |
|                | IN016686            | DANIEL E LOGAN                   | RST      | 810 LOGAN ST<br>GOSHEN IN 46526             |
|                | IN018949            | DORIOTS INC                      | RST      | 301 W WASHINGTON ST<br>GOSHEN IN 46526      |

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|-------------|------------------|-------------------------------------|----------|---|
|             | IN018939         | DORIOT'S INCORPORATED               | RST      | 301 W WASHINGTON ST<br>ELKHART IN 46526 |
|             | IN008176         | DUANE RIEGSECKER                    | RST      | 58551 SR 15<br>GOSHEN IN 46526          |
|             | IN010088         | DUTCH MILLS INC                     | RST      | 2116 W WILDEN AVE<br>GOSHEN IN 46526    |
|             | IN001642         | EAGLE UNIFORM                       | RST      | 117 W JEFFERSON<br>GOSHEN IN 46526      |
|             | IN001755         | EBY FORD SALES INC                  | RST      | 2714 ELKHART RD<br>GOSHEN IN 46526      |
|             | IN000535         | ED SWARTZENDRUBER                   | RST      | 1615 KENTFIELD WAY<br>GOSHEN IN 46526   |
|             | IN017326         | EDWMAR FARMS                        | RST      | 65706 CR 27<br>GOSHEN IN 46526          |
|             | IN001750         | ELKHART COUNTY FARM BUREAU<br>CO-OP | RST      | 218 W LINCOLN AV<br>GOSHEN IN 46526     |
|             | IN004182         | ELKHART COUNTY FARM BUREAU<br>COOP  | RST      | 15551 JACKSON<br>GOSHEN IN 46526        |
|             | IN001613         | ELKHART COUNTY HIGHWAY DEPT         | RST      | 18400 CR 50<br>NEW PARIS IN 46526       |
|             | IN022295         | ELKHART COUNTY HWY DEPT             | RST      | 600 E JACKSON ST<br>GOSHEN IN 46526     |
|             | IN001680         | ELKHART COUNTY SHERIFF DEPT         | RST      | 111 N 3RD ST<br>GOSHEN IN 46526         |
|             | IN000536         | ELMER E STEALY                      | RST      | 18118 CR 22<br>GOSHEN IN 46526          |
|             | IN001673         | EXCEL RUBBER CO INC                 | RST      | 1410 CHICAGO AVE<br>GOSHEN IN 46526     |
|             | IN016514         | FAIRFIELD COMMUNITY SCHOOLS         | RST      | 67315 CR 31<br>GOSHEN IN 46526          |
|             | IN001830         | FIDLER INC                          | RST      | 1700 EGBERT AVE<br>GOSHEN IN 46526      |
|             | IN001832         | FIDLER INC                          | RST      | CR 34 (TROYER FARM)<br>GOSHEN IN 46526  |
|             | IN018084         | FILTER FABRICS INC                  | RST      | 814 E JEFFERSON ST<br>GOSHEN IN 46526   |
|             | IN016529         | FORMER SERVICE STATION<br>PROPERTY  | RST      | 500 LINCOLNWAY E<br>GOSHEN IN 46526     |
|             | IN009824         | FOUR STAR RENTAL INC                | RST      | 1504 BASHOR RD<br>GOSHEN IN 46526       |
|             | IN009059         | GLENN BATTERY                       | RST      | 304 W PIKE ST<br>GOSHEN IN 46526        |
|             | IN010561         | GOSHEN AMOCO FOOD SHOP              | RST      | 501 E MADISON ST<br>GOSHEN IN 46526     |
|             | IN019432         | GOSHEN CAR WASH                     | RST      | CHICAGO AVE & US 33<br>GOSHEN IN 46526  |

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|----------------|---------------------|-------------------------------|----------|---|
|                | IN011230            | GOSHEN CASE CO                | RST      | 809 LOGAN ST<br>GOSHEN IN 46526         |
|                | IN018062            | GOSHEN COLLEGE                | RST      | 1708 S 9TH ST<br>GOSHEN IN 46526        |
|                | IN002299            | GOSHEN COLLEGE HEATING PLANT  | RST      | 1700 S MAIN<br>GOSHEN IN 46526          |
|                | IN002298            | GOSHEN COLLEGE HIGH PARK      | RST      | 1700 S MAIN<br>GOSHEN IN 46526          |
|                | IN002300            | GOSHEN COLLEGE PHYSICAL PLANT | RST      | 1700 S MAIN<br>GOSHEN IN 46526          |
| *              | IN007416            | GOSHEN CUSHION INC            | RST      | 1010 EISENHOUR DR<br>GOSHEN IN 46526    |
|                | IN002327            | GOSHEN DIE CUTTING INC        | RST      | 815 LOGAN ST<br>GOSHEN IN 46526         |
|                | IN002286            | GOSHEN IRON & METAL INC       | RST      | 409 W LINCOLN AVE<br>GOSHEN IN 46526    |
|                | IN012185            | GOSHEN MUNICIPAL AIRPORT      | RST      | 17229 CR 42<br>GOSHEN IN 46526          |
|                | IN006060            | GOSHEN OPERATING HEADQUARTERS | RST      | 300 E KERCHER RD<br>GOSHEN IN 46526     |
|                | IN015638            | GOSHEN QUICK MART             | RST      | 301 S MAIN<br>GOSHEN IN 46526           |
|                | IN001146            | GOSHEN RADIO TOWER            | RST      | 4230 ELKHART RD<br>GOSHEN IN 46526      |
|                | IN002199            | GOSHEN RUBBER CO              | RST      | 1525 S 10TH ST<br>GOSHEN IN 46526       |
|                | IN013556            | GOSHEN SASH & DOOR CO INC     | RST      | 613 E PURL ST<br>GOSHEN IN 46526        |
|                | IN019033            | GOSHEN SHELL FOOD MART        | RST      | 112 W PIKE<br>GOSHEN IN 46526           |
|                | IN003788            | GOSHEN SUBDISTRICT            | RST      | 705 E NEW YORK ST<br>GOSHEN IN 46526    |
|                | IN019390            | GRANDMAN WHISKEY STORE        | RST      | 827 LINCOLNWAY E<br>GOSHEN IN 46526     |
|                | IN016654            | GREENCROFT MANOR IV           | RST      | 1801 GREENCROFT BLVD<br>GOSHEN IN 46526 |
|                | IN017301            | GREG SMUCKER                  | RST      | 406 PIKE ST<br>GOSHEN IN 46526          |
|                | IN011831            | GSH RCAG/GSH VOR              | RST      | CR 40 & CR 42<br>GOSHEN IN 46526        |
|                | IN018478            | HABITAT ACRES                 | RST      | E LINCOLN & OLIVE ST<br>GOSHEN IN 46526 |
|                | IN018389            | HABITAT ACRES SUBDIVISION     | RST      | OLIVE & LINCOLN AVE<br>GOSHEN IN 46526  |
|                | IN007151            | HARRISON ELEMENTARY SCHOOL    | RST      | 64784 CR 11<br>GOSHEN IN 46526          |
|                | IN004468            | HERSHBERGER HEATING INC       | RST      | 63199 CR 111<br>GOSHEN IN 46526         |
|                | IN002740            | HESS BROS GARAGE              | RST      | 67443 CR 13<br>FORAKER IN 46526         |

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|-------------|------------------|--------------------------------|----------|---------------------------------------|
|             | IN020338         | HILGENDORF PROPERTY            | RST      | 18045 COUNTY RD 18<br>GOSHEN IN 46526 |
|             | IN018088         | HOME LUMBER CO                 | RST      | 212 W WASHINGTON<br>GOSHEN IN 46526   |
| *           | IN004401         | HOME-CREST CORPORATION         | RST      | 1002 EISENHOWER DR<br>GOSHEN IN 46526 |
|             | IN008714         | JEFFERSON FIRE DEPT            | RST      | 58518 SR 15<br>GOSHEN IN 46526        |
|             | IN017226         | JOHN O SMITH                   | RST      | 24475 CR 126<br>GOSHEN IN 46526       |
|             | IN004771         | JOHNSON CONTROLS INC           | RST      | 1302 E MONROE ST<br>GOSHEN IN 46526   |
|             | IN004885         | K&K TRUCK SALES INC            | RST      | 426 W PIKE ST<br>GOSHEN IN 46526      |
|             | IN003154         | KAUFMAN / PANTRY PLUS          | RST      | 224 N MAIN ST<br>GOSHEN IN 46526      |
|             | IN018340         | KERCHER'S SUNRISE ORCHARD      | RST      | 2513 S MAIN<br>GOSHEN IN 46526        |
|             | IN011632         | KIRK CHEVROLET-PONTIAC INC     | RST      | 2824 ELKHART RD<br>GOSHEN IN 46526    |
|             | IN009261         | KROPF MFG CO INC               | RST      | 58647 SR 15<br>GOSHEN IN 46526        |
|             | IN002822         | LAMB'S BURGER DAIRY #23        | RST      | 1710 ELKHART RD<br>GOSHEN IN 46526    |
|             | IN016004         | LANE'S FAST FOOD MART          | RST      | 1010 PLYMOUTH AVE<br>GOSHEN IN 46526  |
|             | IN008817         | LAVERN J MILLER                | RST      | 66607 US 33<br>GOSHEN IN 46526        |
|             | IN009447         | LECHLITNER MOTOR SALES INC     | RST      | 1202 W PIKE ST<br>GOSHEN IN 46526     |
|             | IN016655         | MAINTENANCE BULDING GREENCROFT | RST      | 1902 S 15TH ST<br>GOSHEN IN 46526     |
|             | IN016731         | MAPLECREST C C                 | RST      | 60870 SR 15<br>GOSHEN IN 46526        |
|             | IN008531         | MAPLECREST CC INC              | RST      | 611 HACKETT RD<br>GOSHEN IN 46526     |
|             | IN009064         | MDK CORP BONTRAGER MOBIL       | RST      | 201 MIDDLEBURY ST<br>GOSHEN IN 46526  |
|             | IN015540         | MEDTEC AMBULANCE CORPORATION   | RST      | 64697 US HWY 33 E<br>GOSHEN IN 46526  |
|             | IN010632         | MELAND MARIE CROSS             | RST      | CR 40<br>GOSHEN IN 46526              |
|             | IN005914         | MICA SHOP INC                  | RST      | 64196 US 33<br>GOSHEN IN 46526        |
|             | IN002175         | MICHIANA TIRE OF GOSHEN INC    | RST      | 410 W PIKE ST<br>GOSHEN IN 46526      |
|             | IN008541         | MODERN MASONRY SUPPLY INC      | RST      | 2010 US 33 W<br>GOSHEN IN 46526       |
|             | IN014110         | MOGUL RUBBER CORP              | RST      | 317 W DOUGLAS ST<br>GOSHEN IN 46526   |

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|-------------|------------------|-------------------------------|----------|--|
|             | IN009216         | MURRAY CHRIS CRAFT SPORTDECKS | RST      | 310 STEURY AVE<br>GOSHEN IN 46526              |
|             | IN013066         | NATIONWISE AUTO PARTS #267    | RST      | 600-700 W LINCOLN AVE<br>GOSHEN IN 46526       |
|             | IN005218         | NORTHWIND ENTERPRISES         | RST      | 808 LOGAN ST<br>GOSHEN IN 46526                |
|             | IN006306         | NU-WAY CONSTRUCTION CORP      | RST      | 17470 CR 34<br>GOSHEN IN 46526                 |
|             | IN007553         | OK TIRE STORE INC             | RST      | 1513 E LINCOLN AVE<br>GOSHEN IN 46526          |
|             | IN018382         | PAUL CHRISPYN                 | RST      | 2310 ELKHART RD<br>GOSHEN IN 46526             |
|             | IN018480         | PAUL CHRISPYN                 | RST      | 909 GREENE RD<br>GOSHEN IN 46526               |
|             | IN008764         | PETE YODER CONSTRUCTION CO    | RST      | 61095 CR 11<br>GOSHEN IN 46526                 |
|             | IN007576         | PHILLIPS 66 COMPANY 008880    | RST      | PIKE & SUMNER<br>GOSHEN IN 46526               |
|             | IN008523         | PLETCHER MOTOR COMPANY INC    | RST      | 1001 W PIKE ST<br>GOSHEN IN 46526              |
|             | IN009770         | QUALITY GLASS SERVICE INC     | RST      | 803 CHICAGO AVE<br>GOSHEN IN 46526             |
|             | IN010633         | R & K SERVICE                 | RST      | 201 S 3RD ST<br>GOSHEN IN 46526                |
|             | IN009060         | RED D MART                    | RST      | 429 N MAIN ST<br>ELKHART IN 46526              |
|             | IN009065         | RED D MART                    | RST      | 2220 ELKHART RD<br>GOSHEN IN 46526             |
|             | IN009072         | RED D MART                    | RST      | 1000 S MAIN ST<br>GOSHEN IN 46526              |
|             | IN009076         | RED D MART                    | RST      | 613 E MADISON<br>GOSHEN IN 46526               |
|             | IN008137         | REITH-RILEY CONSTRUCTION      | RST      | 311 W MADISON ST PO BOX 477<br>GOSHEN IN 46526 |
|             | IN022153         | RICHARD W JENKINS             | RST      | 1028 US 33 E<br>GOSHEN IN 46526                |
|             | IN016710         | ROCKWOOD                      | RST      | 1702 CENTURY DR<br>GOSHEN IN 46526             |
|             | IN010289         | ROTH SERVICE INC              | RST      | 511 E REYNOLDS ST<br>GOSHEN IN 46526           |
|             | IN018812         | ROY ROGERS                    | RST      | 2218 W WILDEN AVE<br>GOSHEN IN 46526           |
|             | IN001834         | SEE FID 001830                | RST      | 1700 EGBERT AVE<br>GOSHEN IN 46526             |
|             | IN011165         | SEE FID 11163                 | RST      | 308 N 5TH ST<br>GOSHEN IN 46526                |
|             | IN010905         | SEE FID 19603                 | RST      | 9TH ST & LOGAN<br>GOSHEN IN 46526              |
|             | IN015174         | SHAVER'S STOP & SHOP          | RST      | 65615 SR 15<br>GOSHEN IN 46526                 |

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|-------------|------------------|-----------------------------|----------|--|
|             | IN000766         | SHOWALTER INC               | RST      | 3220 ELKHART RD<br>GOSHEN IN 46526           |
|             | IN013592         | SORGE DODGE INC             | RST      | 1811 ELKHART RD<br>GOSHEN IN 46526           |
|             | IN000837         | SPEEDWAY UNIT 5157          | RST      | 910 W LINCOLN<br>GOSHEN IN 46526             |
|             | IN000271         | STARCRAFT                   | RST      | 2703 COLLEGE AVE<br>GOSHEN IN 46526          |
|             | IN002730         | STEVEN BARTOW               | RST      | 805 LOGAN ST<br>GOSHEN IN 46526              |
|             | IN017437         | STUTZMAN MOTOR SALES INC    | RST      | 1304 ELKHART RD<br>GOSHEN IN 46526           |
|             | IN000381         | SUPREME CORPORATION         | RST      | 16500 CR 38<br>GOSHEN IN 46526               |
|             | IN000338         | TRI TRAN INC                | RST      | 65430 US 33<br>GOSHEN IN 46526               |
|             | IN009242         | TROYER PRODUCTS             | RST      | 18029 CR 22<br>GOSHEN IN 46526               |
|             | IN009531         | TRU GREEN LAWN CARE CORP    | RST      | 1511 EISENHOWER DR N<br>GOSHEN IN 46526      |
|             | IN022156         | TWIN PINES MOBILE HOME PARK | RST      | 2011 N WILDEN AVE<br>GOSHEN IN 46526         |
|             | IN006782         | UNITED (COLONIAL)           | RST      | 233 S MAIN ST<br>GOSHEN IN 46526             |
|             | IN006727         | UNITED UNIT 6087            | RST      | 501 W PIKE<br>GOSHEN IN 46526                |
|             | IN006937         | UNIVERSAL COOPERATIVES INC  | RST      | 2600 E COLLEGE AVE<br>GOSHEN IN 46526        |
|             | IN022152         | VACANT LOT                  | RST      | 2020 ELKHART RD<br>GOSHEN IN 46526           |
|             | IN001833         | VAN AMERICA                 | RST      | 1402 LINCOLNWAY E<br>GOSHEN IN 46526         |
|             | IN016738         | VILLAGE PANTRY #639         | RST      | 13060 E JEFFERSON BLVD<br>MISHAWAKA IN 46526 |
|             | IN017468         | VIOLETT CEMETERY            | RST      | VIOLETT RD<br>GOSHEN IN 46526                |
|             | IN003114         | W DALE & CATHERN CHRISTNER  | RST      | 624 LINCOLNWAY E<br>GOSHEN IN 46526          |
|             | IN018267         | WALLACE YODER               | RST      | 2714 MARTIN MANOR DR<br>GOSHEN IN 46526      |
|             | IN011163         | WATER PLANT                 | RST      | 308 N 5TH ST<br>GOSHEN IN 46526              |
|             | IN011164         | WATER TOWER                 | RST      | 9TH & JACKSON ST<br>GOSHEN IN 46526          |
|             | IN002178         | WEST GOSHEN ELEMENTARY      | RST      | 215 DEWEY AVE<br>GOSHEN IN 46526             |
|             | IN010132         | WESTERN RUBBER COMPANY      | RST      | 620 E DOUGLAS ST<br>GOSHEN IN 46526          |
|             | IN018782         | WIELAND DESIGNS             | RST      | 901 E MADISON ST<br>GOSHEN IN 46526          |

\* An asterisk in the "Radius Flag" field indicates that this record was found to be within the search radius. Full record information for this site is included in the Radial Search Report. A question mark (?) indicates that this record was found to be unmapable. Full record information for these sites can be found within the body of the report.

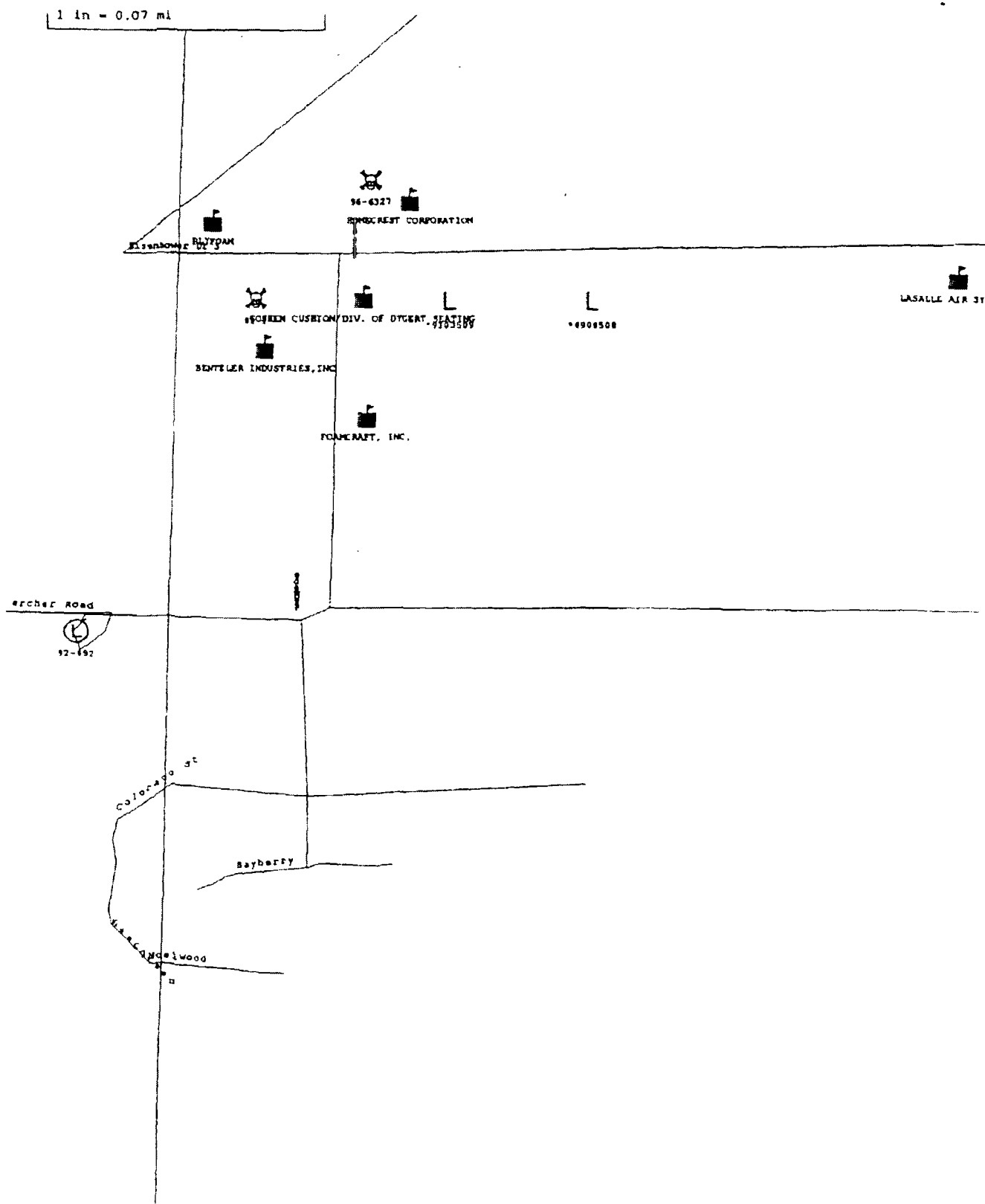
# Summary ZIP Code Report

## Acronyms:

NPL = National Priorities List / RCRIS TSD = RCRIS Treatment, Storage & Disposal / CERCLIS / RCRIS GEN = RCRIS Generators / SPL = State Priorities List /  
ERNS = Emergency Response Notification System / LRST = Leaking RST / SLFL = Landfills / RST = Registered Storage Tanks / Spills = State Spills List/ Viol = RCRIS Violation

| Radius Flag | Agency ID Number | Facility/Source Name                       | Database | Address City, State, ZIP Code        |
|-------------|------------------|--|----------|--------------------------------------|
|             | IN014411         | WIGGINS SERVICE CENTER                     | RST      | 400 E LINCOLN<br>GOSHEN IN 46526     |
|             | IN016010         | WILSON'S FAST FOOD MART                    | RST      | 1906 LINCOLNWAY E<br>GOSHEN IN 46526 |
|             | IN013186         | ZEHR CONSTRUCTION INC                      | RST      | 914 N 3RD ST<br>GOSHEN IN 46526      |
|             | IN20 0008        | COUNTY ROAD 45 PIT C/D SITE                | SLFL     | 24399 CR 45, NEAR TOWN OF DUNL<br>IN |
|             | IN20 0003        | EARTHMOVERS LANDFILL                       | SLFL     | CR 26, 1/2 MILE EAST OF CR 7<br>IN   |
|             | IN20 0004        | ELKHART COUNTY LANDFILL (CR 7<br>LANDFILL) | SLFL     | CR 7, 1 1/2 MILES SOUTH OF CR<br>IN  |
|             | 6950801          | ABITIBI-PRICE CORP.                        | SPL      | MIDDLEBURY IN                        |
|             | 6940802          | ACCRA PAC                                  | SPL      | //2730 MIDDLEBURY ST<br>ELKHART IN   |
|             | 7500036          | CONRAIL RAIL YARD/COUNTY ROAD 1            | SPL      | //US 33 W<br>ELKHART IN              |
|             | 6950301          | ENICON                                     | SPL      | BRISTOL IN                           |
|             | 6950806          | FOUR WINDS INTERNATIONAL                   | SPL      | //55667 CR 15<br>ELKHART IN          |
|             | 6950404          | H. B. FULLER                               | SPL      | //24087 CR 6 E<br>ELKHART IN         |
|             | 7500044          | HIMCO, INC.                                | SPL      | //CR 10 & NAPPANEE<br>ELKHART IN     |
|             | 6960403          | JOHNSON CONTROLS, INC.                     | SPL      | 1302 E MONROE ST<br>GOSHEN IN        |
|             | 0000028          | LUSHER AVENUE                              | SPL      | //LUSHER AVE<br>ELKHART IN           |
|             | 7500076          | MAIN STREET WELL FIELD                     | SPL      | //942 N MAIN<br>ELKHART IN           |
|             | 7500082          | MAIN STREET WELL FIELD EAST                | SPL      | ELKHART IN                           |
|             | 7500083          | MAIN STREET WELL FIELD WEST                | SPL      | ELKHART IN                           |
|             | 6950504          | NIPSCO                                     | SPL      | //HIGH & WATERFALL<br>ELKHART IN     |
| *           | 6960501          | REESE PRODUCTS, INC.                       | SPL      | 1206 EISENHOWER DR S<br>GOSHEN IN    |
|             | 0000023          | ST. JOE RIVER DRUM REMOVAL                 | SPL      | N/A IN                               |
|             | 6950804          | SUPERVALUE                                 | SPL      | //100 EASY SHOPPING PL<br>ELKHART IN |
|             | 0000035          | TIMMINCO ADHESIVES                         | SPL      | MIDDLEBURY IN                        |
|             | IND009549593     | JOHNSON CONTROLS INC                       | TSD      | 1302 E MONROE ST<br>GOSHEN IN 46526  |

\* An asterisk in the "Radius Flag" field indicates that this record was found to be within the search radius. Full record information for this site is included in the Radial Search Report. A question mark (?) indicates that this record was found to be unmapable. Full record information for these sites can be found within the body of the report.



ISES001221

## ELKHART COUNTY HEALTH DEPARTMENT

Investigation Report

NATURE OF INVESTIGATION: SPILL OF 1000 GALLON PLATING SOLUTION  
CONSISTING OF: 200# NACN, 40# NACH, & UNKNOWN QUANTITY OF  
ZINC.

ADDRESS: Minward Res. Corp - 802 Franklin Dr. Geneseo, Ia 51606

DATE: 4/1/82

FINDINGS: AT THE TIME OF INVESTIGATION, APPROX. THE SOIL WHERE  
THE SPILL HAD OCCURRED WAS BEING REMOVED TO A DEPTH OF 6-8"  
BY PAUL BAILEY, A LOCAL BACKHOE OPERATOR. THIS SOIL WAS  
THEN TRANSFERRED TO A LARGE DUMPSTER AND EVENTUALLY  
COVERED WITH DIRT. JEFF DEMATEI, PLANT MANAGER, INDICATED  
THAT A LIST OF COMPANIES WAS OBTAINED FROM ISEH AND  
ONE OF THESE FIRMS WOULD BE CONTACTED TO HANDLE THE  
DISPOSAL OF THIS CONTAMINATED SOIL.

VIOLATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Don Schuchler  
Environmentalist

## ELKHART COUNTY COMPLAINT FORM

COMPLT.# 96-6327DATE: 6-11-96 DEPARTMENT: PHS TAKEN BY: Mike HooverLOCATION: N.S.E.W. (CORNER/SIDE) of Eisenhower and1 MI./FT N.S.E.W. of SR 15ADDRESS: 1002 Eisenhower Dr. N. TWP: ElkhartCOMPLAINT: 4 gallon oil spill. Small accident  
between truck & car.PROPERTY OWNER: Homecrest PHONE #: 533-9571 TAX #: -ADDRESS: 1002 Eisenhower Dr. N.INDV. HANDLING COMPLAINT: Mike Hoover REFERRED TO: -CONDITIONS FOUND: Visited site & observed very small area of  
soils contaminated by oil (approx 3' x 5') and  
approx. 15' x 20' area on asphalt (mostly spread  
by employees during dump. Mike Ahonen had  
Napa oil absorbent that he was spreading on asphalt  
& removing contaminated soils. MAH  
Filed 6-11-96ACTION (DATE & INITIALS): (1) ON SITE: 6-11-96 (2) PHONE CALL: N/A  
(3) LETTER SENT: N/A (4) RECHECK: N/A (5) CLOSED: 6-11-96 MAHCOMMENTS OR ADDITIONAL VISITS, CALLS, ETC. -5 attached sheets.REVIEWED BY SUPERVISOR (NAME): [Signature] DATE: 7-8-96REPORTED BY: Dispatch via cellular phoneADDRESS: -PHONE NUMBER: - RETURN CALL REQUESTED: YES - NO ✓



## Northern Indiana Public Service Company

5265 Hohman Avenue • Hammond, Indiana 46320-1775 • (219) 853-5200

*A subsidiary of NIPSCO Industries, Inc.*

October 1, 1992

Mr. John J. Hulewicz, Supervisor  
Environmental Health Services  
Elkhart County Health Department  
4230 Elkhart Road  
U.S. 33 and C.R. 26  
Goshen, IN 46526

RE: Goshen Operating Headquarters  
Underground Storage Tank Removal

Dear Mr. Hulewicz:

On August 4, 1992, Northern Indiana Public Service Company (Northern Indiana) initiated action to remove three (3) underground storage tanks (UST) at our Goshen Operating Headquarters on Kertcher Road in Goshen, Indiana. The tanks contained waste oil, gasoline and diesel fuels. During the removal, a release of product was discovered in the diesel and gasoline fuel tank excavation. The release was reported to Indiana Department of Environmental Management (IDEM) the following day. The incident number assigned to this site by IDEM is 9208501.

Northern Indiana has initiated actions to define the extent of the contamination at the site. The activity includes the collection of soil borings at various locations with soil analysis for Total Petroleum Hydrocarbons (TPH), and analysis for Benzene, Toluene, Ethylbenzene and Xylenes (BTEX) in both soil and ground water. Subsequently, additional borings were drilled to perform soil vapor gas analysis. A copy of the report summarizing the results of these investigations are attached.

Sidney Rice of my staff phoned you on August 7, 1992 to notify you of the incident.

Northern Indiana intends to address this situation in a manner that is satisfactory to both your office and IDEM. We will copy you on all future correspondence that is sent to IDEM.

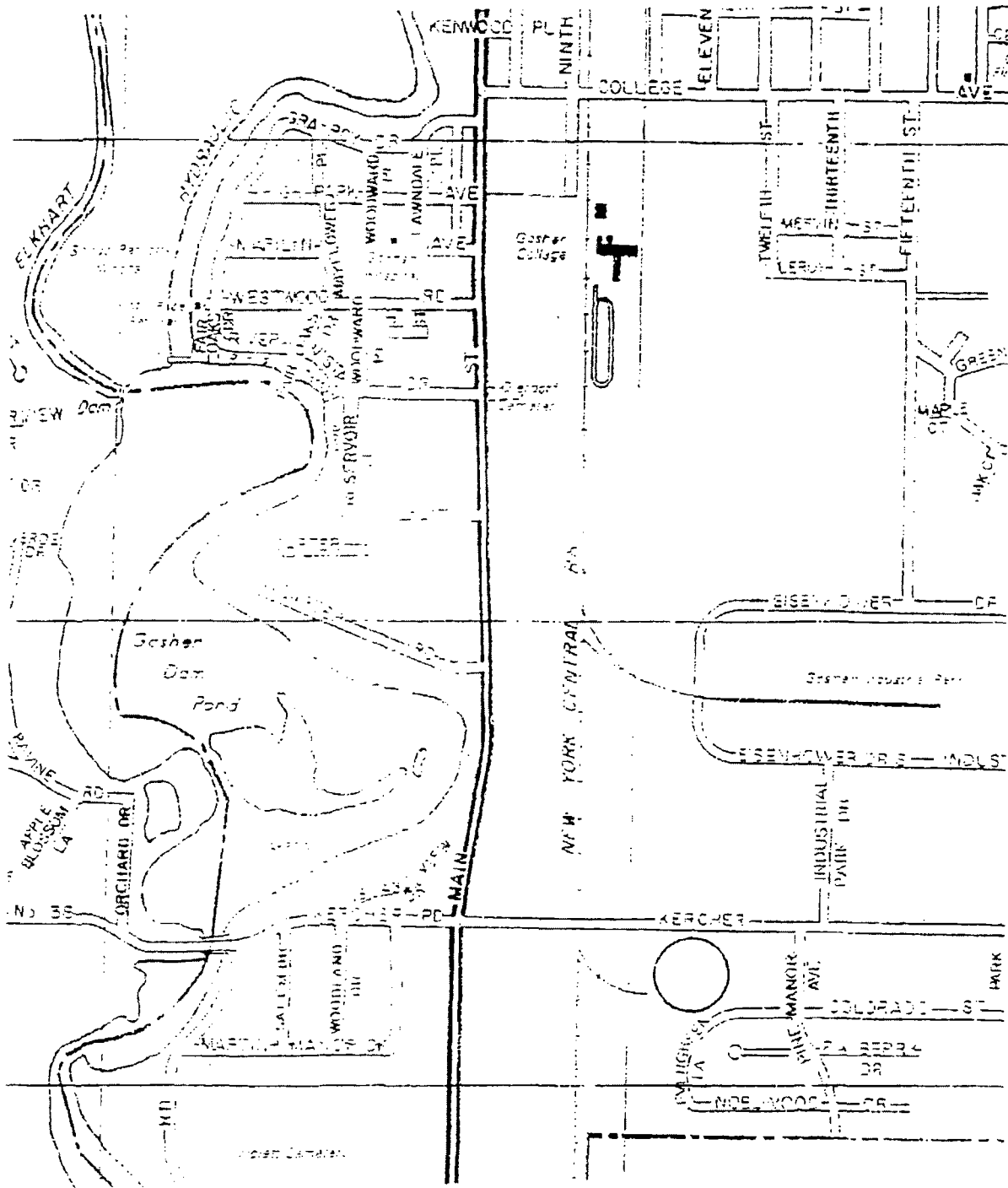
Please feel free to contact Ms. Sidney Rice at 219-647-5243 should you have any questions concerning this matter.

Very truly yours,

John M. Ross  
Principal, Environmental Planning

JMR/SWR:km

ISES001224



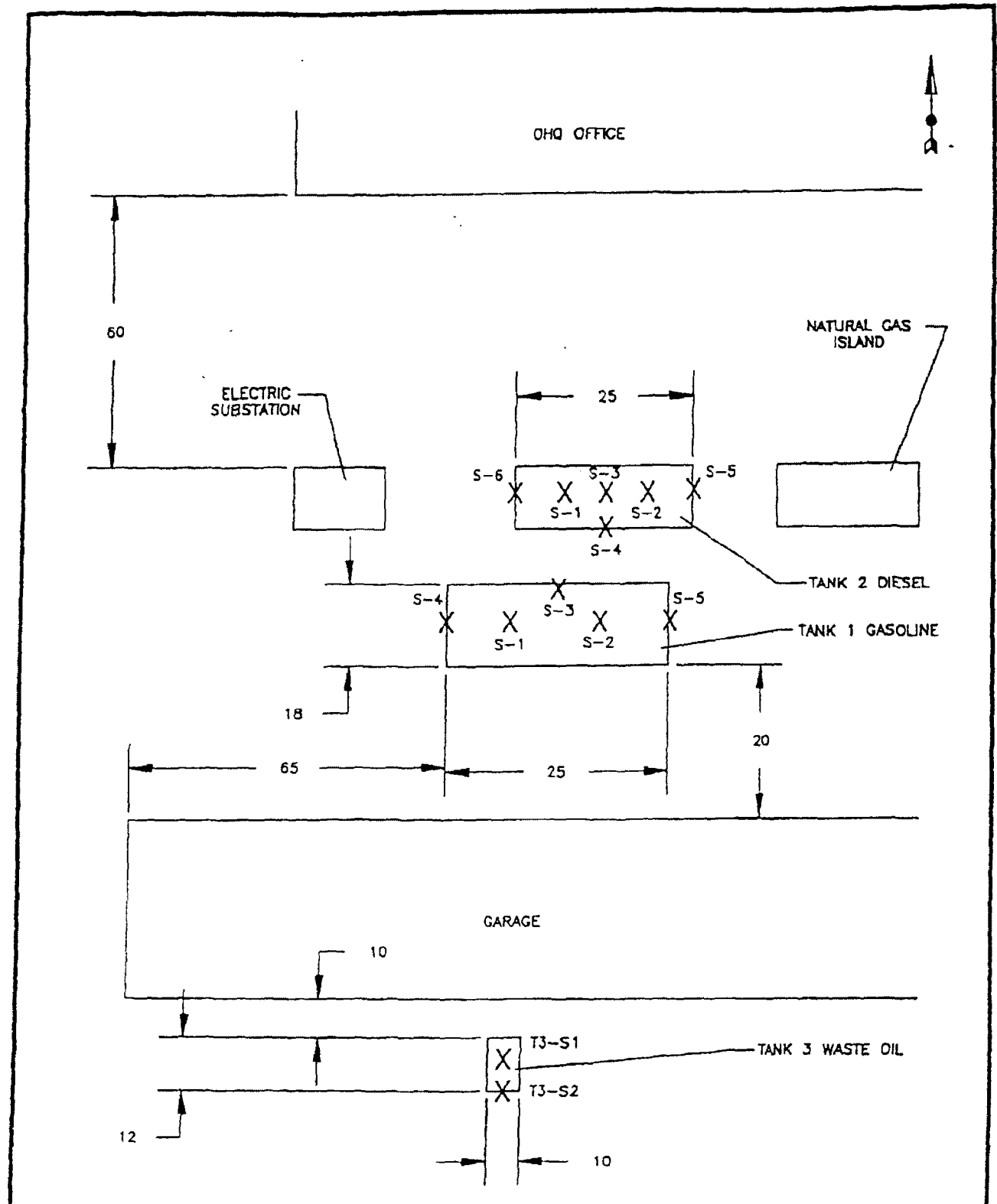
general project location




ENGINEERING & TESTING SERVICES, INC. 7920 GEORGETOWN ROAD SUITE 900, INDIANAPOLIS, INDIANA 46268

ISES001225





|  |   |  |
|--|---|--|
| sample<br>location plan  | PROJECT: NIPSCO-GOSHEN OHQ  | <br>CADD FILE: 4595 |
|  | LOCATION: GOSHEN, INDIANA<br>CLIENT: NIPSCO<br>PROJECT NO. 14595<br>SCALE: NO SCALE |  |
| ENGINEERING & TESTING SERVICES, INC. 7920 GEORGETOWN ROAD SUITE 900, INDIANAPOLIS, INDIANA 46268 |   |  |

**NIPSCO Goshen OHQ - UST Closure  
Project No. I4595**

**TABLE 1  
SUMMARY OF ANALYTICAL RESULTS  
TPH by Method 8015 Modified**

| <u>Sample No.</u> | <u>Location/Depth</u> | <u>PID</u> | <u>TPH (mg/kg)</u> |               | <u>Tank</u> |
|-------------------|-----------------------|------------|--------------------|---------------|-------------|
|                   |                       |            | <u>Gasoline</u>    | <u>Diesel</u> |             |
| T-1, S-1          | Exc 1 Under Fill Pipe | 80         | 7.9                | < LOD         | Gasoline    |
| T-1, S-2          | Exc 1 Floor           | 70         | 28                 | < LOD         | Gasoline    |
| T-1, S-3          | Exc 1 Sidewall North  | 30         | 14                 | < LOD         | Gasoline    |
| T-1, S-4          | Exc 1 Sidewall West   | 100        | 120                | < LOD         | Gasoline    |
| T-1, S-5          | Exc 1 Sidewall East   | 10         | 43                 | 360           | Gasoline    |
| T-2, S-1          | Exc 2 Under Fill Pipe | 140        | 730                | < LOD         | Diesel      |
| T-2, S-2          | Exc 2 Floor           | 150        | 142                | 1075          | Diesel      |
| T-2, S-3          | Exc 2 Floor           | 90         | 50                 | < LOD         | Diesel      |
| T-2, S-4          | Exc 2 Sidewall South  | LT5        | < LOD              | < LOD         | Diesel      |
| T-2, S-5          | Exc 2 Sidewall East   | LT5        | < LOD              | < LOD         | Diesel      |
| T-2, S-6          | Exc 2 Sidewall West   | LT5        | < LOD              | < LOD         | Diesel      |
| T-3, S-1          | Exc 3 Under Fill Pipe | ND         | < LOD              | < LOD         | Waste Oil   |
| T-3, S-2          | Exc 3 Sidewall        | ND         | < LOD              | < LOD         | Waste Oil   |
| Background        | Boring EV-3           | ND         | < LOD              | < LOD         | —           |

Note: (1) PID readings are listed in scale deflection units (sdu). Readings less than 5 sdu are collectively categorized as LT5 and are likely attributable to moisture within the soil sample. Non-detectable readings are listed as ND.

(2) < LOD indicates the result was less than the limit of detection. Detection limits as provided by TMS were indicated as 5.0 mg/kg for TPH as gasoline or diesel.

(3) Units expressed as mg/kg and mg/l are essentially equivalent to parts per million (ppm).

(4) Exc refers to the excavation.

Engineering & Testing Services, Inc.

ISES001227

**NIMCO**

Corporate Office  
653 Axe Avenue  
Valparaiso, Indiana 46383

**ENVIRONMENTAL SERVICES****1-800-589-4662**

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Suite 201  
Arlington Heights, Illinois 60005

page 8

approximate depth interval of 13 to 15 feet, was analyzed for BETX, B/N and AE. Benzene was reported at a concentration of 0.002 ppm and toluene at a concentration of 0.002 ppm. The AE did not reveal any constituents at or above the respective variable method limit. The B/N analyses exhibited naphthalene at 0.002 ppm and phenanthrene at 0.0004 ppm.

W-7, a groundwater sample collected at location 7 from an approximate depth of 13.5 feet, was analyzed for BETX. Only xylene was detected at a concentration of 0.006 ppm.

#### CONCLUSION

Based on the area of investigation and the various analytical results, it appears that the UST operation has released petroleum hydrocarbon to the subsurface environment. The petroleum hydrocarbon release appears to be comprised of mainly gasoline compounds although petroleum naptha was discovered in the area of investigation (location 2). It is unclear as to the source of the petroleum naptha.

#### 1) Petroleum Delineation

The petroleum hydrocarbon release has been delineated based on the field GC results and is presented on Exhibits 2 and 3. The

ISES001228

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page 9

exhibits demonstrate that based on field GC data the petroleum hydrocarbon release has migrated to the north. It should be noted that a sewer line exists in front of the GOH office and trends to the southwest (see Exhibit 1). Although regional flow direction has been reported to the northwest, such a resulting localized condition from the influence of the sewer line might provide a diversion to the north in the UST area.

## 2) EV-4 & Area to the Northwest

The area near EV-4 has been investigated based on the estimated plume extent provided in the ETS report. Just to the southeast of EV-4 at location 7, a groundwater sample was collected and analyzed for BETX by test method 8240 (GC/MS). ETS's EV-4 sample was analyzed by test method 8020 (GC). In addition, the ETS QC narrative suggests that the BETX data is suspect. (Location 7 only displayed xylenes at 0.005 ppm. It should be noted that GOH employees revealed that the asphalt pavement in this area was at one time severely deteriorated in the lower (drainage pattern) area near this location. Surface water runoff carrying minor spills from the fueling operation might have infiltrated into this area and caused petroleum hydrocarbon remnants to exist in low concentrations in this area). The TMS (ETS) laboratory narrative report indicates that the benzene and toluene data is questionable due to carryover from the previous sample(s). It appears that an

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Arlington Heights, Illinois 60005

page 10

automatic sampler was used during the analyses and that possibly line contamination exists from the previous sample(s). Another potential issue that may arise is a co-elution issue. In the GC analysis for benzene, the presence of alkenes might co-elute at a similar time and appear to enlarge or distort the benzene readings. Benzene may not be present at the levels as reported in the ETS report. (It should be noted that the benzene readings for the field GC, soil gas survey are also considered high due to a similar circumstances. The TVH numbers are accurate and provide the necessary data for delineation of the petroleum hydrocarbon release.) Future data should be gathered regarding the benzene data to confirm or refute quantity of the benzene concentrations in the groundwater during subsequent work.

### 3) Data Comparison to Regulatory Limits

At location 2, the readings for the groundwater were at a concentration of 11.0 ppm for ethylbenzene, at 5.22 ppm for toluene and at 45.0 ppm for xylenes. Maximum Contaminant Levels (MCLs) have been established under the Safe Drinking Water Act of USEPA for those chemical constituents. These standards are often used as a reference point or a guide in the remediation programs for the clean up of water resources. These MCLs for BETX are as follows:

|                  |   |           |
|------------------|---|-----------|
| Benzene (B)      | - | 0.005 ppm |
| Ethylbenzene (E) | - | 0.700 ppm |

ISES001230

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page 11

Toluene (T) - 1.000 ppm

Xylenes (X) - 10.000 ppm

In comparison, MCLs have been exceeded for ethylbenzene, toluene and xylenes by the petroleum hydrocarbon release near the UST area.

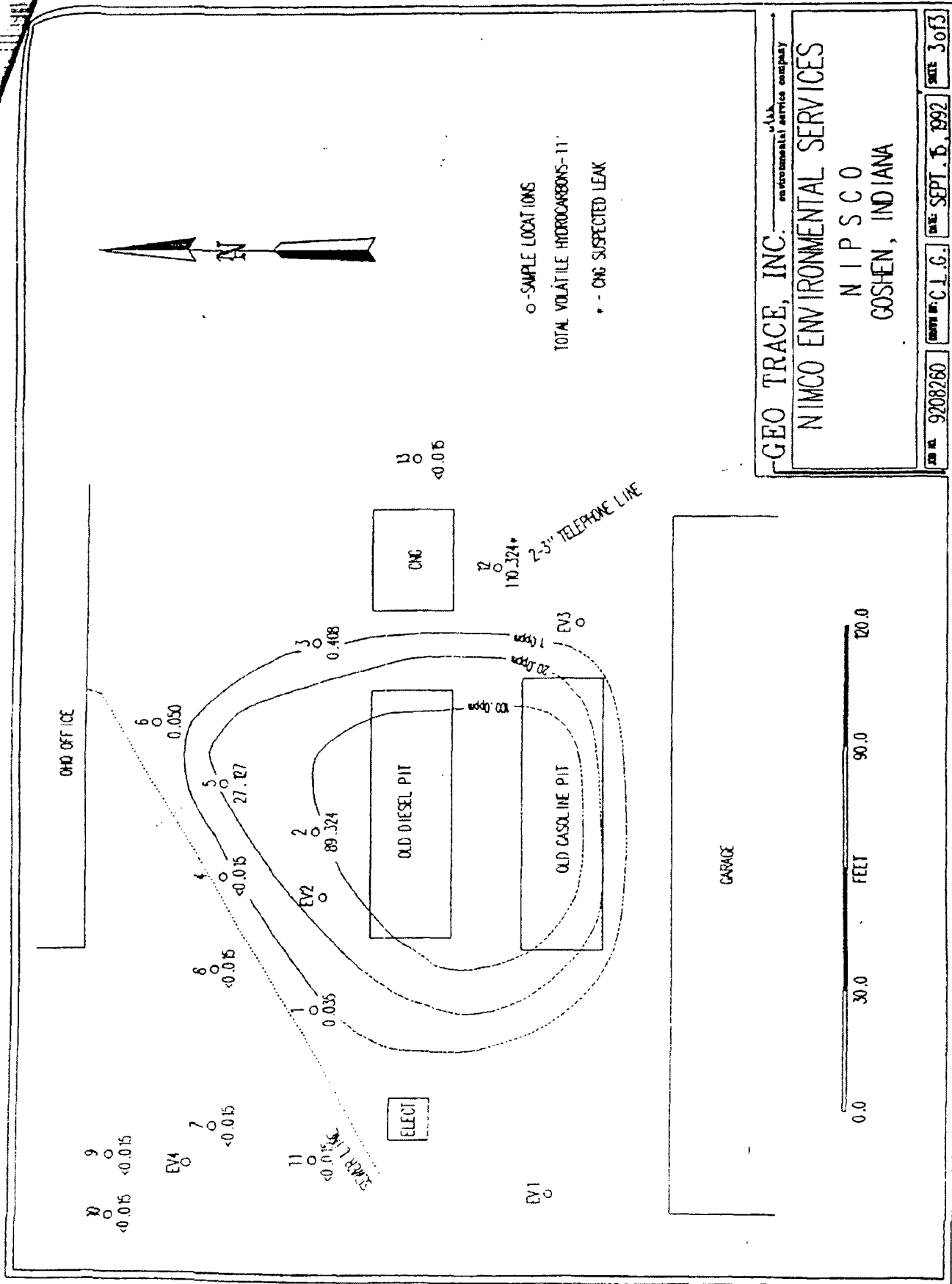
Additionally at location 2, naphthalene, fluorene and phenanthrene at 0.161 ppm, 0.0012 ppm and 0.0015 ppm respectively. No MCLs or readily available health base criteria exists for phenanthrene or fluorene under Federal or Indiana clean up objectives. These constituents are grouped as polycyclic aromatic hydrocarbons (PAHs) and have not been classified as to human carcinogenicity for the Drinking Water Regulation.

Naphthalene does have a health advisory (DWEL) of 0.100 ppm. A DWEL is a drinking water equivalent level that assumes a lifetime exposure protection of adverse, non-cancer health effects. In comparison for these constituents, Illinois EPA has set generic cleanup objectives for USTs for naphthalene at 0.025 ppm and fluorene at 0.28 ppm. Phenanthrene is considered a non-carcinogenic PNA and is grouped as a total of 0.21 ppm for non-carcinogenic PNAs. Only the naphthalene level at 0.161 ppm found at location 2 is above such criteria.

#### **RECOMMENDATIONS**

The field investigation revealed that an area to the north of

ISES001231



GEO TRACE, INC. an environmental service company

NIMCO ENVIRONMENTAL SERVICES

NIPSCO

COSHEN, INDIANA

DATE: 9208260

DATE: C.T.G.

DATE: SEPT. 16, 1992

SHEET: 3 of 3

ELKHART COUNTY  
GROUND WATER PROTECTION ORDINANCE  
INSPECTION FORM

12-13-96

ID NUMBER 11612 DATE 12-5-96 PAGE 1 OF 1

BUSINESS NAME Yoshen Cushion

ADDRESS 1010 Elmhurst Dr. So. (Yoshen) ZIP 46526

PHONE NUMBER 534-3651 CONTACT NAME Robert Edwards

CHECK ALL APPLICABLE:

☐ SEPTIC ☐ DRYWELL ☒ CITY SEWER ☐ OTHER \_\_\_\_\_

☐ FLOOR DRAINS \_\_\_\_\_

☐ STORAGE OF HAZARDOUS OR TOXIC SUBSTANCES (SEE INVENTORY)

☐ WASTE WATER CHARACTERIZATION PROVIDED / NEXT DUE \_\_\_\_\_

EXEMPTIONS: ☐ REGISTRATION ☒ W.W.C. CLASS I NEXT INSPECTION 12-97

| CODE INV.# | VIOLATION  | COMPLIANCE TIME/DATE COMPLETED |
|------------|--|--------------------------------|
|            | This business is closed at this location -<br>the plant shut down on Dec. 1, 1996<br>and building is being emptied out.<br>Company is moving into Dygest Seating<br>53381 Mainline Dr., Elkhart. |                                |
|            | Building is Empty after Jan 30, 1997   |                                |
|            |  |                                |
|            |  |                                |
|            |  |                                |
|            |  |                                |
|            |  |                                |
|            |  |                                |
|            |  |                                |

Robert Edwards  
ENVIRONMENTALIST

Robert Edwards  
FACILITY CONTACT PERSON

REINSPECTION DATE \_\_\_\_\_

INITIALS \_\_\_\_\_

\*COMPLIANCE WITH THE ELKHART COUNTY GROUND WATER PROTECTION ORDINANCE DOES  
NOT EXEMPT THIS FACILITY FROM ANY OTHER FEDERAL, STATE OR LOCAL LAWS, CODES  
OR REGULATIONS.

1/92 AWT 6/96 12/96 REV/REV

ECHD COPY

ISES001233



OUT 7 sec 8/15  
9/1/94

ISES001234

**ELKHART COUNTY  
GROUND WATER PROTECTION ORDINANCE  
HAZARDOUS/TOXIC SUBSTANCE INVENTORY**

PAGE 2 OF 2

COMPANY NAME

GREEN CUSHION

Date

8/23/94

| SUBSTANCE              | LOCATION        | AMT       | CPCTY           | CONTAINER    | COMPLY     |
|------------------------|-----------------|-----------|-----------------|--------------|------------|
| 1. <u>ADHESIVES</u>    | <u>PLANT I</u>  | <u>5</u>  | <u>55g</u>      | <u>DRUM</u>  | <u>YES</u> |
| 2. <u>PAINT</u>        |                 | <u>10</u> | <u>1g</u>       | <u>OTHER</u> | <u>1</u>   |
| 3. <u>ADHESIVE</u>     |                 | <u>3</u>  | <u>300g</u>     | <u>AST</u>   | <u>1</u>   |
| 4. <u>MK-ACTIVATOR</u> |                 | <u>3</u>  | <u>55g</u>      | <u>DRUM</u>  | <u>1</u>   |
| 5. <u>ADHESIVE</u>     |                 | <u>3</u>  | <u>55g</u>      | <u>DRUM</u>  | <u>1</u>   |
| 6.                     |                 |           |                 |              |            |
| 7. <u>OIL</u>          | <u>PLANT II</u> | <u>2</u>  | <u>55g</u>      | <u>DRUM</u>  | <u>YES</u> |
| 8. <u>THINNER</u>      |                 | <u>4</u>  | <u>55g</u>      | <u>DRUM</u>  | <u>1</u>   |
| 9. <u>OIL</u>          |                 | <u>6</u>  | <u>55g</u>      | <u>DRUM</u>  | <u>1</u>   |
| 10. <u>ARGON</u>       |                 | <u>1</u>  | <u>500 LBS.</u> | <u>AST</u>   | <u>1</u>   |
| 11.                    |                 |           |                 |              |            |
| 12.                    |                 |           |                 |              |            |
| 13.                    |                 |           |                 |              |            |
| 14.                    |                 |           |                 |              |            |
| 15.                    |                 |           |                 |              |            |
| 16.                    |                 |           |                 |              |            |
| 17.                    |                 |           |                 |              |            |
| 18.                    |                 |           |                 |              |            |
| 19.                    |                 |           |                 |              |            |
| 20.                    |                 |           |                 |              |            |
| 21.                    |                 |           |                 |              |            |
| 22.                    |                 |           |                 |              |            |
| 23.                    |                 |           |                 |              |            |
| 24.                    |                 |           |                 |              |            |
| 25.                    |                 |           |                 |              |            |
| 26.                    |                 |           |                 |              |            |



ELKHART COUNTY  
GROUND WATER PROTECTION ORDINANCE  
HAZARDOUS/TOXIC SUBSTANCE INVENTORY

PAGE 2 OF 2

COMPANY NAME Goshen Cushion

| SUBSTANCE                             | LOCATION | AMT | CPCTY | CONTAINER | COMPLY |
|---------------------------------------|----------|-----|-------|-----------|--------|
| 1-1 TCE adhesive                      | indoor   | 4   | 55gal | drum      | yes    |
| 2. <del>Hydrex</del> cyanide adhesive | "        | 1   | 55gal | drum      | yes    |
| 3. lacquer thinner                    | "        | 2   | 55gal | drum      | yes    |
| 4. waste paint                        | "        | 4   | 55gal | drum      | yes    |
| 5. press oil                          | "        | 1   | 20gal | drum      | yes    |
| 6. press oil                          | "        | 2   | 55gal | drum      | yes    |
| 7. paint                              | "        | 2   | 55gal | drum      | yes    |
| 8. lube oil                           | "        | 1   | 55gal | drum      | yes    |
| 9.                                    |          |     |       |           |        |
| 10.                                   |          |     |       |           |        |
| 11.                                   |          |     |       |           |        |
| 12.                                   |          |     |       |           |        |
| 13.                                   |          |     |       |           |        |
| 14.                                   |          |     |       |           |        |
| 15.                                   |          |     |       |           |        |
| 16.                                   |          |     |       |           |        |
| 17.                                   |          |     |       |           |        |
| 18.                                   |          |     |       |           |        |
| 19.                                   |          |     |       |           |        |
| 20.                                   |          |     |       |           |        |
| 21.                                   |          |     |       |           |        |
| 22.                                   |          |     |       |           |        |
| 23.                                   |          |     |       |           |        |
| 24.                                   |          |     |       |           |        |
| 25.                                   |          |     |       |           |        |
| 26.                                   |          |     |       |           |        |



ELKHART  
COUNTY  
HEALTH  
DEPARTMENT

Environmental Health Services

22830 U.S. 33  
Goshen, Indiana 46526  
(219) 875-3391

Frederick W. Bigler, M.D.  
Health Officer

December 10, 1991

Goshen Cushion  
Attn: Don Siebert  
1010 Eisenhower Drive South  
Goshen, IN 46526

Dear Mr. Siebert:

On December 9, 1991, your facility was inspected by a representative of the Elkhart County Health Department to ensure compliance with the Elkhart County Ground Water Protection Ordinance. All hazardous and toxic substances at your facility were found to be appropriately stored.

In the event that your facility begins to store any hazardous or toxic substances outside, you are required to inform the ECHD within sixty (60) days.

Please keep all pertinent documentation on file at your facility for a period of no less than three (3) years. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Alice Von Tobel  
Environmentalist II

AV/sf

Enclosure

COPY



Elkhart County Ground Water  
Protection Ordinance  
**REGISTRATION FORM**  
(see back for directions)

SECTION I

GENERAL INFORMATION

- A. NAME OF BUSINESS Boschen Cushion  
ADDRESS 1010 Eisenhower Dr. So.  
CITY Goshen ZIP CODE 46526  
TOWNSHIP Elkhart
- B. CONTACT PERSON Don Siebert PHONE 534-3651  
ALTERNATE PHONE \_\_\_\_\_
- C. Are you RCRA inspected? YES \_\_\_\_\_ NO ☒ if YES when was the last inspection \_\_\_\_\_
- D. Has CERCLA information been provided to Elkhart County? YES ☒ NO \_\_\_\_\_

SECTION II

ON-SITE WASTEWATER DISPOSAL REGISTRATION

| A. Type           | B. Purpose | C. Location | D. Estimated Flow |
|-------------------|------------|-------------|-------------------|
| <u>City Sewer</u> |            |             |                   |
|                   |            |             |                   |
|                   |            |             |                   |
|                   |            |             |                   |
|                   |            |             |                   |
|                   |            |             |                   |

SECTION III

STORAGE OF TOXIC OR HAZARDOUS SUBSTANCES

(not required if registered under CERCLA)

| A. Substance          | B. Class | C. Maximum Amount | D. Location | E. Type of Container |
|-----------------------|----------|-------------------|-------------|----------------------|
| <u>See Inspection</u> |          | <u>12/8/91</u>    |             |                      |
|                       |          |                   |             |                      |
|                       |          |                   |             |                      |
|                       |          |                   |             |                      |
|                       |          |                   |             |                      |
|                       |          |                   |             |                      |
|                       |          |                   |             |                      |

TO BE RETURNED TO ELKHART COUNTY HEALTH DEPARTMENT

PRIOR TO MAY 1, 1990

Address: 315 So. Second Street

Elkhart, IN 46516

Phone: (219) 523-2272

ISES001239

ELKHART COUNTY  
GROUND WATER PROTECTION ORDINANCE  
INSPECTION FORM

ID Number GW - 1612 Date 12-9-91  
 Name of Business Goshen Cushion  
 Owner/Operator Don Siebert  
 Address 1010 Eisenhower Dr. So., Goshen Zip 46526  
 Phone Number 534-3651

Is this facility registered with the ECHD? Y ☒ N  
 Is this facility a laboratory? Y ☒ N  
 Has SARA information been provided to ECHD? ☒ Y N  
 Does facility have any areas regulated by RCRA? Y ☒ N  
 Are registration records being maintained? ☒ Y N  
 I On- Site Waste Water Disposal Systems: N/A

| A. | Type              | Location | Flow Rate | Working Properly |
|----|-------------------|----------|-----------|------------------|
| 1. | <u>City Sewer</u> |          |           | Y N              |
| 2. |                   |          |           | Y N              |
| 3. |                   |          |           | Y N              |

B. Has waste water characterization been provided by a qualified laboratory for the current year?

|    | Provided | Qual. Lab | Results and Comments |
|----|----------|-----------|----------------------|
| 1. | Y N      | Y N       |                      |
| 2. | Y N      | Y N       |                      |
| 3. | Y N      | Y N       |                      |

## II. Storage of hazardous/toxic substances:

### A. Location

| Substance             | Class   | Location         | Amt | Type of Container  | Ade-quate? |
|-----------------------|---------|------------------|-----|--------------------|------------|
| Waterbase Glue        | I C R T | Carpenter Shop   | 4   | 55 gal metal drum  | (Y) N      |
| "                     | I C R T | "                | 3   | 5 gal plastic pail | (Y) N      |
| "                     | I C R T | Shipping         | 7   | 55 gal metal drum  | (Y) N      |
| Waste Paint Prod.     | I C R T | Weld Shop        | 2   | "                  | (Y) N      |
| Waste Lacquer thinner | I C R T | "                | 2   | "                  | (Y) N      |
| Lacquer thinner       | I C R T | "                | 2   | "                  | (Y) N      |
| Waste Paint/Water     | I C R T | Paint Booth area | 1   | "                  | (Y) N      |
| Paint                 | I C R T | "                | 2   | "                  | (Y) N      |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |
|                       | I C R T |                  |     |                    | Y N        |

B. Explain if storage is not adequate: \_\_\_\_\_



III. Above Ground Storage Tanks (AST's)

N/A

A. Is AST stored inside or outside? 1. Inside Outside  
2. Inside Outside

B. Product in AST 1. \_\_\_\_\_  
2. \_\_\_\_\_

C. Describe AST (age, condition, material, structure)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Describe underlying surface: \_\_\_\_\_

\_\_\_\_\_

E. Is secondary containment provided? 1. Y N  
2. Y N

Describe (type, size, drainage) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F. Recommendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Discharge Notification

N/A

A. Have any spills occurred at this facility? Y N

Date \_\_\_\_\_ Substance \_\_\_\_\_

Quantity \_\_\_\_\_ Location \_\_\_\_\_

B. Was spill reported to State and Local Officials?

\_\_\_\_\_

V. Variances

A. Have any variances been approved by ECHD? Y N

Olivia Von Ishe  
Environmentalist

12/9/91  
Date

Don Siebert  
Responsible Party

(Owner/Operator or Contact Person)

STATE OF INDIANA

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT



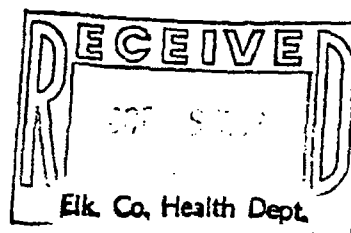
INDIANAPOLIS, 46225

105 South Meridian Street

OCT 02 1986

VIA CERTIFIED MAIL

Mr. Donald Siebert  
Plant Superintendent  
Goshen Cushion, Inc.  
1010 Eisenhower Drive South  
Goshen, IN 46526



Re: Hazardous Waste Management  
Generator Inspection  
Goshen Cushion, Inc.  
IND 005523513  
Letter of Warning (L-134)

Dear Mr. Siebert:

Representatives of the Department of Environmental Management are conducting inspections of facilities in Indiana that are engaged in the generation, transportation, treatment, storage, or disposal of hazardous waste. Facilities are being inspected to determine compliance with the Environmental Management Act and 320 IAC 4.1, "Hazardous Waste Management Permit Program and Related Hazardous Waste Management Requirements." These inspections and record reviews are also being conducted pursuant to the requirements of the Resource Conservation and Recovery Act (RCRA), Public Law 94-580, as amended, for authorized state hazardous waste management programs.

This letter is to inform you that on June 24, 1986, an inspection of Goshen Cushions, Inc., located at 1010 Eisenhower Drive South, Goshen, Indiana, was conducted by Mr. Jeff L. Blankenberger of the Office of Solid and Hazardous Waste Management, Department of Environmental Management. You represented your firm at this inspection.

The following concerns pertaining to the operation of your facility were noted:

1. 320 IAC 4.1-7-2 Generator has not determined if waste is hazardous. This refers to the spray paint booth filters.

ISES001243

Mr. Donald Siebert  
Page 2

Goshen Cushions, Inc., within thirty (30) calendar days of receipt of this letter, shall achieve compliance with the following requirements:

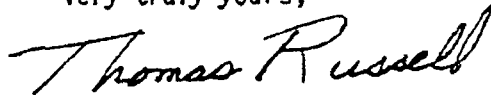
1. Determine if the waste generated is hazardous as defined by 320 IAC 4.1-5 and 4.1-6. (If you believe the waste is not hazardous, include evidence to support your decision.)

Within thirty-five (35) days of receipt of this letter, submit to this office a letter stating the actions your company has taken to achieve compliance.

Failure to respond adequately to this Letter of Warning will result in a Notice of Violation being issued.

Please direct your response to this letter and any questions to Mr. Michael E. Sickels, R.P.S., of the office of Solid and Hazardous Waste Management, Department of Environmental Management, AC 317/232-3406.

Very truly yours,



Thomas Russell, Chief  
Enforcement Section  
Hazardous Waste Management Branch  
Solid and Hazardous Waste Management

MES/kp

cc: Elkhart County Health Department ✓  
Ms. Sally K. Swanson, U.S. EPA, Region V  
Mr. Jeff L. Blankenbrger

ISES001244

ELKHART COUNTY  
COMPLAINT FORM

Date: 8-28-86 Department: HEALTH-GOSHEN Taken By: KAREN

Location of Property: N.S.E.W. side cor. of C.R. 38 mi./ft. N.S.E.W. of EISENHOWER  
DRIVE

Twp: ELKHART

Complaint: GOSHEN CUSHION COLLECTS THEIR DEGREASERS IN 55-GAL. DRUMS WHICH  
THEY DISPOSE OF IN BACK OF PROPERTY ONCE THEY FILL SEVERAL DRUMS. APPARENTLY  
POLICE CAUGHT THEM ONCE AND TOLD PEOPLE NOT TO DO THIS.

Property Owner: GOSHEN CUSHION, INC. Telephone Number: 533-8694

Address: 1016 Eisenhower Dr, South - Goshen

Referral - Department: HEALTH-ELKHART-G.W. Date: 8-03-86

Conditions Found: \_\_\_\_\_

Recommended Action: \_\_\_\_\_

Reinvestigation: \_\_\_\_\_ Closed: \_\_\_\_\_

By: \_\_\_\_\_ Return Call Requested: Yes \_\_\_\_\_ No \_\_\_\_\_

\* Complainant: BOB HALE

Address: \_\_\_\_\_ MUNCIE

Telephone Number: 317-289-5598

NOTE: This report was called in by Bob Moran, I.S.B.H. ext. 0827. He said Mr. Hale  
complaint refers back to an incident back in June, so he doesn't know  
how valid it may be. Apparently another employee, Brian Knight, Goshen  
still works at Goshen Cushion and was either responsible for the  
incident involved in harvesting out the disposal.

ISES001245

# The Title Search Co.

P.O. Box 780  
Granger, IN 46530  
(219) 272-0987 FAX (219) 271-7091

---

File number: 97201040

DATE: AUGUST 18, 1997

Industrial Safety and Environmental Services  
716 Lincoln Way West  
P.O. Box 233  
Osceola, IN 46561

RE: Dygert Seating, Inc.

DATE OF SEARCH: DECEMBER 10, 1942 TO AUGUST 6, 1997

We have run a search on the following described property, said premises known by street address as 1010 Eisenhower Dr., Goshen, IN 46526. This Real Estate is located in Elkhart Township, and has the following legal description:

## SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

We found the following documents as a matter of public record in the Office of the Recorder of Elkhart County, Indiana:

An Executor's Deed from John W. Davis and Ada B. Schaefer, Executors of the Last Will and Testament of Benjamin G. Schaefer, deceased, to Ray B. Messick and Mary C. Messick, husband and wife, dated December 7, 1942 and recorded December 10, 1942 as Document No. 35113, in Book 171, page 18. (Subject property plus additional acreage)

A Warranty Deed from Vera Martin, unmarried, to Ray B. Messick and Mary C. Messick, husband and wife, dated November 29, 1944 and recorded December 18, 1944 as Document No. 58933, in Book 175, page 440. (Subject property plus additional acreage)

A Partial Warranty Deed from Ray B. Messick and Mary C. Messick, husband and wife, to Greater Goshen Association, Inc., dated July 27, 1966 and recorded July 23, 1966 as Document No. 478539, in Book 271, pages 147 and 148, inclusive. (Subject property plus additional acreage)

A Partial Warranty Deed from Greater Goshen Association, Inc., an Indiana Corporation, to Robert H. Brewster and Esther Brewster, husband and wife, as tenants in common, each owning an undivided one-half (1/2) and not as tenants by the entireties or as joint tenants with the right of survivorship,

ISES001246

dated September 30, 1967 and recorded November 2, 1967 as Document No. 494674, in Book 281, pages 631 through 633, inclusive. (Subject property plus additional acreage)

An Order on Final Account and Decree of Final Distribution in the Matter of the Estate of Esther Brewster, deceased, First National Bank of Goshen, Executor, dated December 1, 1981 and recorded February 22, 1985 as Document No. 756704, in Book 414, pages 105 through 109, inclusive. (Subject property plus additional acreage)

A Partnership and Trade Name Record dated June 26, 1987 and recorded July 1, 1987 as Document No. 87-014747.

A Warranty Deed from Midwest Commerce Banking Company, successor in interest by merger to First National Bank, Goshen, Indiana, Trustee of the Esther Brewster Trust, to Robert H. Brewster, dated February 16, 1990 and recorded February 20, 1990 as Document No. 90-003276. (Exception as reflected in the legal description)

A Warranty Deed from Robert H. Brewster, to Robert H. Brewster, dated February 10, 1990 and recorded February 20, 1990 as Document No. 90-003278. (Part of subject property)

An Assignment of Rents between Brewster Properties, Inc., as grantor, and Lake City Bank, as lender, dated December 21, 1992 and recorded December 30, 1992 as Document No. 92-031868. (Part of subject property and additional acreage)

A UCC-1 Financing Statement from Dygert Seating, Inc., debtor, and Goshen Cushion, Inc., c/o Goshen Holiday Inn, recorded January 13, 1995 as Document No. 94888, and amended by a UCC-1 Financing Statement from Dygert Seating, Inc., debtor, to Innkeepers of Goshen, Inc., c/o Goshen Holiday Inn, secured party, recorded February 21, 1995 as Document No. 95313. (Subject property and additional acreage)

Goshen Industrial Park Protective Covenants and Restrictions dated October 12, 1961 and recorded October 14, 1961 as Document No. 386653, in Book 56, pages 438 through 449, inclusive. Which was amended by an Amendment of Declaration dated September 7, 1966 and recorded September 8, 1966 as Document No. 480504, in Book 74, pages 286 through 289, inclusive. Which was again amended by an Amendment of Declaration dated July 28, 1972 and recorded July 28, 1972 as Document No. 556760, in Book 101, pages 633 through 635, inclusive. Which was again amended by an Amended of Declaration dated November 14, 1974 and recorded November 15,

1974 as Document No. 592838, in Book 110, pages 154 through 158, inclusive. Which was again amended by an Amendment of Declaration dated October 17, 1981 and recorded October 19, 1981 as Document No. 704026, in Book 143, pages 775 through 778, inclusive. Which was again amended by an Amendment of Declaration dated November 10, 1983 and recorded February 13, 1984 as Document No. 737950, in Book 161, pages 247 through 249, inclusive.

A Certificate of Assumed Business Name dated July 6, 1993 and recorded July 9, 1993 as Document No. 93-017320.

Tax Parcel No. 30-11-22-377-002

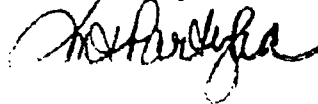
The taxes for the year 1996, due and payable in 1997, are in the total amount of \$38,257.74, each half being \$19,128.87. The Spring taxes show paid. The Fall taxes show paid in the amount of \$352.98, the remaining \$18,775.89 is due on or before November 10, 1997.

FOR INFORMATIONAL PURPOSES ONLY:

Land Val. \$41,970; Res. Land Val. \$0; Imp. Val. \$463,470; Res. Imp. Val. \$0; Net Val. \$505,440. The County Records show that no exemptions have been filed on this property.

If you have any further questions, please do not hesitate to call us.

Sincerely,

A handwritten signature in black ink, appearing to read "M. T. Partyka", written over a horizontal line.

M. T. Partyka

EXHIBIT "A"

A part of the south half (S1/2) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows: Commencing at a stone in the center line of County Road Number Thirty-eight (38), said stone marking the southeast (SE) corner of the southeast quarter (SE1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana; thence along the south line of the southeast quarter (SE1/4) of Section Twenty-two (22) and the center line of County Road Number Thirty-eight (38) north eighty-eight (88) degrees, fifty-nine (59) minutes west, two thousand three hundred sixty-one and fifteen hundredths (2361.15) feet; thence north zero (0) degrees twenty-seven (27) minutes east, five hundred forty-three and forty-two hundredths (543.42) feet to the place of beginning of this description; thence north eighty-nine (89) degrees west, six hundred thirty-five and sixty-five hundredths (635.65) feet to the east line of Eisenhower Drive; thence north one (1) degree east, four hundred eighty-seven and two tenths (487.2) feet; thence south eighty-nine (89) degrees east, six hundred thirty and fifteen hundredths (630.15) feet; thence south zero (0) degrees twenty-seven (27) minutes west, four hundred eighty-seven and two tenths (487.2) feet to the place of beginning of this description.

Less and excepting: A part of the South half of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows: Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2617.18 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88-019761; thence North 01 degree, 02 minutes, 53 seconds East, 275.05 feet, along the East line of Industrial Park Drive, to a chiselled cross; thence continuing along the last described line and bearing, 267.92 feet, to an iron pipe, at a point being the Northwest corner of real estate described in Deed Record 88-019761, Elkhart County Records, the point of beginning; thence continuing along the last described line and bearing 52.54 feet to an iron set; thence South 89 degrees, 05 minutes, 22 seconds East, 295.6 feet to an iron set; thence South 0 degrees, 48 minutes, 53 seconds West, 50.47 feet to an iron set; thence North 88 degrees, 35 minutes, 33 seconds West, 295.6 feet to the point of beginning.



#### LIMITATION OF LIABILITY

1. Liability is limited to the party whose search is addressed to, who shall sustain loss in reliance on information contained herein without actual knowledge of mistake, controversy or title defect. Liability shall in no case exceed the lesser of \$0.00 or actual loss.

2. This is a search only of certain public records from which the information shown above was obtained and with respect thereto no liability is assumed for (a) the identity of any party and any party not referred to in the search order; (b) the validity, legal effect or priority of any matter shown; (c) the inaccuracy of the aforementioned public record; and (d) the physical condition of the land described herein.

#### MATTERS EXCLUDED

1. Easements or claims of easements.
2. Conditions, covenants and restrictions shown by the public record.
3. Any law, ordinance or governmental regulation affecting the ownership or use of the land or the regulations or future improvement.

valuable considerations. The consideration is one dollar (\$1.00) cash in hand paid, and other

IN WITNESS WHEREOF, The Federal Land Bank of Louisville has caused this deed to be executed this 2nd day of October, 1942.

Attest: L. A. Skene

L. A. Skene - Assistant Secretary (CS)  
Revenue \$14.30

THE FEDERAL LAND BANK OF LOUISVILLE  
By Myron Grigg  
Myron Grigg Vice President

STATE OF KENTUCKY COUNTY OF JEFFERSON SS. On this 2nd day of October, 1942, the foregoing instrument of writing was produced to me in my county by the parties, and on said day before me personally appeared Myron Grigg and L. A. Skene, to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary, respectively, of The Federal Land Bank of Louisville, a Corporation, and that the seal affixed to the within instrument is the corporate seal of said Corporation, and that said instrument was signed, sealed and attested by them as such officers, in behalf of said Corporation, by authority of its Board of Directors, and said Vice President and said Assistant Secretary acknowledged said instrument to be their free act and deed as such officers, and the free and corporate act and deed of The Federal Land Bank of Louisville.

My Commission expires April 7, 1946. (LS)

Kathryn E. Wallace Kathryn E. Wallace  
Notary Public in and for Jefferson County, Kentucky  
Roy M. Amos, Recorder

Recorded December 9, 1942 at 3PM

35104

THIS INDENTURE WITNESSETH, That Robert T. Bartlett and Esther M. Bartlett, husband and wife of Elkhart County, in the State of Indiana convey and warrant to Anna Stuckman, a widow of Elkhart County, in the State of Indiana, for and in consideration of One (\$1.00) and other valuable considerations Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Elkhart County in the State of Indiana, to-wit:

South 1/2 of lot 32 in Wilson Beyerle Addition to the City of Goshen, Elkhart County, Indiana. Subject to last half of 1942 taxes payable in 1943, and mortgage given to Salem Bank and Trust Company in amount of thirteen hundred thirty-three dollars and eight cents (\$1333.08).

In Witness Whereof, The said Robert T. Bartlett and Esther M. Bartlett husband and wife have hereunto set their hands and seals, this 5th day of December 1942.

Revenue \$2.75

Robert T. Bartlett (Seal)  
Esther M. Bartlett (Seal)

State of Indiana, Elkhart County, ss: Before me, the undersigned, a Notary Public, in and for said County and State, this 5th day of December, A. D., 1942, personally appeared the within named Robert T. Bartlett and Esther M. Bartlett, husband and wife grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires Nov. 25, 1946 (LS)

Ruth E. Heterer Notary Public

Recorded December 9, 1942 at 3:30PM

Roy M. Amos, Recorder

#### EXECUTOR'S DEED

John W. Davis and Ada B. Schaefer Executors of the Last Will and Testament of Benjamin G. Schaefer deceased, as such Executors by order of the Circuit Court of Elkhart County, and under authority of the Last Will and Testament of said decedent, in the State of Indiana, entered in Probate Order Book No. of said Court, on page CONVEY to Ray B. Messick and Mary Messick, husband and wife of Elkhart County, in the State of Indiana for the consideration of \$1000.00 payment under contract of sale entered into and executed by decedent during his life. The following REAL ESTATE in Elkhart County, in the State of Indiana, to-wit:

Containing five (5) rods and fourteens (14) links east of the northwest corner of the south 1/2 of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East; thence to the center of said Section Twenty-two (22); thence East Fifteen (15) rods and Six (6) inches; thence South to a stone in the south section line of Section Twenty-two (22); thence West on said Section line to the Southwest corner of

171-18 175-410  
ISES001251

No. 171

Section Twenty-two (22); thence Northwardly with the center of the Logansport and Coshen State Road to the place of beginning, excepting all legal highways. Also, excepting therefrom out of the same all that portion thereof which lies west of the east line of the right-of-way of the Cincinnati, Wabash and Michigan Railroad. Also, excepting therefrom Lot No. Thirty-seven (37) in Dixie Park, a subdivision of Elkhart Township, heretofore sold to William Freyberg; also Lots Number Thirty-eight (38), Thirty-nine (39), Forty (40) and Forty-one (41), in said Dixie Park, heretofore sold to the Coshen Gun Club.

In Witness Whereof, The said John W. Davis and Ada B. Schaefer Executors as aforesaid, have hereunto set their hand and seal this 7th day of December A. D., 1942.

Ada B. Schaefer (SEAL) Rev. \$6.80 John W. Davis (SEAL)

Executors of the Last Will and Testament of Benjamin G. Schaefer Deceased.

State of Indiana, Elkhart County, Set: Before me, a Notary Public in and for said County this 7th day of December A. D., 1942 John W. Davis and Ada B. Schaefer Executors of the Last Will and Testament of Benjamin G. Schaefer as such Executors, acknowledged the execution of the annexed Deed.

WITNESS, my hand and notarial seal.

My commission expires: April 7, 1943 (LS) Marjorie L. Cripe Notary Public (SEAL)

Examined and approved in open Court, this 7th day of December 1942

Alco J. Simpson Judge Elkhart Circuit Court.

Roy W. Amos, Recorder

Recorded December 10, 1942 at 9:40AM

35115

THIS INSTRUMENT WITNESSETH, That Moses A. Farver and Jessie B. Farver, husband and wife, and Walter T. Hout and Thelma Hout, husband and wife of Elkhart County, in the State of Indiana Convey and Warrant to Ermen B. Yoder of Elkhart County, in the State of Indiana, for and in consideration of One & no/100 Dollars the receipt whereof is hereby acknowledged, the following described Real Estate in Elkhart County in the State of Indiana, to-wit:

Lot number thirty (30) in C. S. Mather's Addition to the Town of Middlebury, excepting and reserving a strip of land one hundred thirty-three and one-half (133½) feet wide off of the north side of said lot thirty (30), said lot bounded on the east and south by Wayne Avenue and on the west by Evans Street.

Subject to all taxes and assessments.

In Witness whereof, The said Moses A. Farver and Jessie B. Farver, and Walter T. Hout and Thelma Hout, husband and wives respectively have hereunto set their hands and seals, this 15 day of April 1942

Moses A. Farver (Seal)

Jessie B. Farver (Seal)

Walter T. Hout (Seal)

Thelma Hout (Seal)

Revenue \$3.55

State of Indiana, Elkhart County, ss: Before me, the undersigned, a Notary Public, in and for said County and State, this 15th day of April, A. D., 1942, personally appeared the within named Moses A. Farver and Jessie B. Farver, husband and wife and Walter T. Hout and Thelma Hout, husband and wife Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission expires March 23, 1944 (LS)

Edith Garber Notary Public

Recorded December 10, 1942 at 10AM

Roy H. Amos, Recorder

35116

THIS INSTRUMENT WITNESSETH, That Willis R. Lantz and Velva O. Lantz, husband and wife, of Elkhart County in the State of Indiana, CONVEY AND WARRANT To Wilma I. Wert and Zena M. Stark, to them and unto the survivor of them of Elkhart County in the State of Indiana, for the sum of Seventeen Hundred Fifty and No/100 DOLLARS, the receipt of which is hereby acknowledged the following REAL ESTATE, in Elkhart County in the State of Indiana, To Wit:

Lot Number Four (4) in Rogers And Wehrly's Addition to the Town of Millersburg.

Subject to taxes of the year 1942, due and payable in 1943.

IN WITNESS WHEREOF, The said Willis R. Lantz and Velva O. Lantz, husband and wife, have hereunto set their hands and seals, this 30th day of November, A. D. 1942.

Willis R. Lantz (LS)

Velva O. Lantz

Revenue \$2.20

STATE OF INDIANA

ISES001252

## DEED RECORD

of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 7th day of Dec. 1944

(SEAL OF THE COUNTY OF COOK ILLINOIS MARCH-1831)

Michael J. Flynn County Clerk

Recorded Dec. 18, 1944 at 2 P.M.

Roy M. Anos, Recorder.

175-440 TR  
L  
add  
ack

THIS INSTRUMENT WITNESSETH, that Vera ~~Cass~~, unmarried, of Washoe County, in the State of Nevada, CONVEYS AND WARRANTS to Ray B. Messick and Mary C. Messick, husband and wife, of Elkhart County, in the State of Indiana, for the sum of one (\$1.00) Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, the following described Real Estate, in Elkhart County, in the State of Indiana, to-wit:-

Commencing twelve and fifty and one-fourth hundredths (12.501) chains west of the southeast corner of the southeast quarter of section twenty-two (22), township thirty-six (36) north, range six (6) east; thence west on said section line, twenty-two and twenty-five and one-fourth hundredths (22.251) chains; thence north across said quarter section to the north line of said quarter; thence east to a stone twelve and fifty and one-fourth hundredths (12.501) chains west of the northeast corner of said quarter section; thence south to the place of beginning, containing eighty-nine and five hundredths (89.05) acres, more or less.

Subject to the 1944 taxes, payable in 1945.

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal this 29th day of November, 1944.

Revenue, \$12.45.

Vera Martin (Seal)  
Vera Martin

Commonwealth of Massachusetts, County of Hampden County, ss: Before me, the undersigned, a Notary Public in and for said County, this 29th day of November, 1944, personally came the within named grantor, Vera Martin, unmarried, and acknowledged the execution of the annexed deed.

WITNESS my hand and Notarial Seal. My Notarial commission expires My Commission Expires March 8, 1946 (HARLAN A. SEARS NOTARY PUBLIC FOR THE COMMONWEALTH OF MASSACHUSETTS U. S. A.)

Harlan A. Sears Notary Public Harlan A. Sears

Recorded Dec. 18, 1944 at 3 P.M.

Roy M. Anos, Recorder.

AT HIS INDENTURE WITNESSETH, that HARRY M. SANDERS and ANNIE H. SANDERS, husband and wife, of St. Joseph County, in the State of Indiana convey and warrant to LEWIS BILZ and MARY E. BILZ, husband and wife, of Elkhart County, in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations the receipt whereof is hereby acknowledged, the following described Real Estate in Elkhart County in the State of Indiana, to-wit:

Lots Numbered Fifty-two (52) and Fifty-three (53) in Huffman's Pleasant Plain Addition to the City of Elkhart, Indiana.

Grantors shall pay the taxes for the year 1942, due and payable in 1943, and all previous taxes

In Witness Whereof, The said Harry M. Sanders and Annie H. Sanders, husband and wife, have hereunto set their hands and seals, this 17th day of March 1943

Revenue, \$0.55.

Harry M. Sanders (Seal)  
Annie H. Sanders (Seal)

STATE OF INDIANA, St. Joseph COUNTY, ss: Before me, the undersigned, a Notary Public, in and for said County and State, this 17th day of March, A. D., 1943, personally appeared the within named Harry M. Sanders and Annie H. Sanders, husband and wife, Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires July 2 1945

A. E. Hartzog Notary Public

(NOTARY PUBLIC ST. JOSEPH COUNTY SEAL)

Recorded Dec. 18, 1944 at 3 P.M.

Roy M. Anos, Recorder.

|              |          |
|--------------|----------|
| TRANSFER NO. | 7805     |
| KEY NO.      | 5970     |
| TOWNSHIP     | 36 North |
| DATE         | 7-23-66  |

PARTIAL

WARRANTY DEED

478539

TRACT 2  
Plus additional  
acreage  
271 147

This indenture witnesseth that RAY B. MESSICK and MARY C. MESSICK,  
husband and wife, of Elkhart County, in the State of Indiana,

FILED FOR RECORD

JUL 23 11 25 AM '66

Convey and Warrant to GREATER GOSHEN ASSOCIATION, INC;

BY TH. H. BIGLER  
CLERK OF COURT

of Elkhart County, in the State of Indiana, for and in consideration

and other good and sufficient consideration, the receipt whereof is hereby

acknowledged, the following real estate in Elkhart County, in the State of Indiana,

to-wit:

A part of the southwest quarter of Section 22, Township 36 North,  
Range 6 East, Elkhart County, Indiana, more particularly  
described as follows:

Commencing at an iron stake in the center line of County Road  
Number 38, said stake marking the southeast corner of the southwest  
quarter of said section; thence north 89 degrees west along the center-  
line of County Road Number 38 on an assumed bearing, 445.13 feet;  
thence north 1 degree east along the west line of Eisenhower Drive,  
543.5 feet to the place of beginning of this description; thence north  
89 degrees west 1420.1 feet to a point on the east right-of-way line  
of the C. C. C. & St. Louis Railroad land; thence due north along said  
right-of-way line, 487.2 feet; thence south 89 degrees east, 1428.6  
feet to the west line of Eisenhower Drive; thence south 1 degree west,  
487.11 feet along the west line of Eisenhower Drive to the place of  
beginning of this description. Said above tract contains 15.90 acres  
of land.

Also, a part of the south half of Section 22, Township 36 North,  
Range 6 East, Elkhart County, Indiana, more particularly  
described as follows:

Commencing at an iron stake in the center line of County Road  
Number 38, said iron stake marking the southeast corner of the  
southwest quarter of said section; thence north 89 degrees west  
along the center line of County Road number 38 on an assumed  
bearing, 370.17 feet; thence north 1 degree east along the east line  
of Eisenhower Drive, 543.5 feet to the place of beginning of this  
description; thence continuing along said described bearing 487.11  
feet; thence south 89 degrees east, 147 feet; thence north 1 degree  
east, 1606.48 feet to the north line of the southwest quarter of  
Section 22; thence south 88 degrees 48 minutes east, 180.2 feet to  
an iron stake marking the northeast corner of the southwest quarter  
of Section 22, thence south 89 degrees 3 minutes east along the  
north line of the southeast quarter of said section, 298.5 feet; thence  
south zero degrees 44 minutes west, 2094.41 feet; thence north 89  
degrees west, 635.7 feet to the place of beginning of this description,  
said above tract contains 28.76 acres of land.

FILED

3-

271 148

Subject to 1966 real estate taxes due and payable in 1967 which  
the grantee herein assumes and agrees to pay.

Dated this 22<sup>nd</sup> day of July, 1966.

Ray B. Messick  
Ray B. Messick

Mary C. Messick  
Mary C. Messick

State of Indiana, Elkhart County, SS:

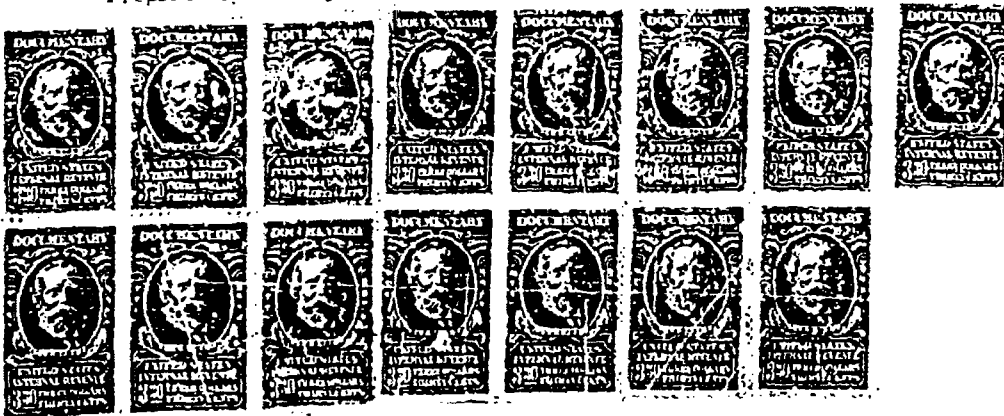
Before me, the undersigned, a Notary Public in and for said County  
and State, this 22<sup>nd</sup> day of July, 1966, personally appeared Ray B. Messick  
and Mary C. Messick, husband and wife, and acknowledged the execution of the  
foregoing deed. In witness whereof, I have hereunto subscribed my name and

affixed my official seal.



Philip C. Barker  
Philip C. Barker, Notary Public  
Elkhart County, Indiana

Prepared by Hartzog, Barker, & Hepler, Goshe, Indiana by Philip C. Barker



ISES001255

TRACT I ✓

281 631

TRANSFER NO. 3049  
KEY 597-10  
TOWNSHIP *Darden*  
DATE 11-2-67

WARRANTY DEED

This Indenture Witnesseth that GREATER COSHEN ASSOCIATION, INC., an

Indiana Corporation, of Elkhart County in the State of Indiana

CONVEYS and WARRANTS to ROBERT H. BREWSTER and ESTHER BREWSTER, husband and wife, as tenants in common, each owning an undivided one-half ( $\frac{1}{2}$ ), and not as tenants by the entireties or as joint tenants with the right of survivorship, whose mailing address is 118 South Lake Street, Syracuse, Indiana 46567, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following Real Estate in

Elkhart County, State of Indiana, to-wit:

"A part of the south half ( $\frac{1}{2}$ ) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

"Commencing at a stone in the center line of County Road Number Thirty-eight (38), said stone marking the southeast (SE) corner of the southeast quarter (SE $\frac{1}{4}$ ) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana; thence along the south line of the southeast quarter (SE $\frac{1}{4}$ ) of Section Twenty-two (22) and the center line of County Road Number Thirty-eight (38) north eighty-eight (88) degrees, fifty-nine (59) minutes west, two thousand three hundred sixty-one and fifteen hundredths (2361.15) feet; thence north zero (0) degrees twenty-seven (27) minutes east, five hundred forty-three and forty-two hundredths (543.42) feet to the place of beginning of this description; thence north eighty-nine (89) degrees west, six hundred thirty-five and sixty-five hundredths (635.65) feet to the east line of Eisenhower Drive; thence north one (1) degree east, four hundred eighty-seven and two tenths (487.2) feet; thence south eighty-nine (89) degrees east, six hundred thirty and fifteen hundredths (630.15) feet; thence south zero (0) degrees twenty-seven (27) minutes west, four hundred eighty-seven and two tenths (487.2) feet to the place of beginning of this description. Said above tract contains 7.079 acres of land."

Subject to conditions, agreements and with reservations of easements as follows:

All conditions and restrictions of record as set forth in the Protective Covenants and Restrictions of Declaration by Grantor, dated October 12, 1961,



194674

FILED FOR RECORD

NOV 2 1 47 PM '67 ✓

WM. S. BIGLER  
ELKHART COUNTY RECORDER

recorded October 14, 1961, in Miscellaneous Record 56 at page 438, et al., of the records of Elkhart County, Indiana, which conditions and restrictions have been amended by Amendment of Declaration dated September 7, 1966, and recorded in the Office of the Recorder of Elkhart County, Indiana.

An easement as shall be required across said Real Estate for the purpose of utilities serving said Real Estate herein sold and other real estate in the Industrial Park of said Greater Goshen Association, Inc., and the Grantees herein agree to make available for such utilities an easement over, across and at such place or places as shall be agreeable to said Grantees herein and the utility company requiring such easement.

Subject, also, to a utility easement in favor of Northern Indiana Public Service Company recorded in Deed Record 236 at page 297 of the records of Elkhart County, Indiana. No gross income tax is due by reason of this conveyance.

DATED this 30<sup>th</sup> day of September, 1967.

(Corporate Seal)

GREATER GOSHEN ASSOCIATION, INC.

By: Ray J. Troyer  
Ray J. Troyer, its President

Attest:

Earle A. Thomas, Jr.  
Earle A. Thomas, Jr., its Secretary

State of Indiana  
SS:  
Elkhart County

Before me, the undersigned, a Notary Public in and for said County and State, this 30<sup>th</sup> day of September, 1967, personally appeared Greater Goshen Association, Inc. by Ray J. Troyer, its President, and Earle A. Thomas, Jr., its Secretary, who as such President and Secretary respectively, for and on behalf of said Corporation acknowledged the execution of the foregoing Deed.



OR 281 WE 633

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Robert B. Beeson  
Notary Public

My Commission Expires  
November 30, 1970

Prepared by Robert B. Beeson.

-3-

ISES001258

DULY ENTERED FOR TAXATION

FEB 22 4 33 PM '85

ELKHART COUNTY RECORDER  
JOYCE M. RINE  
FILED FOR RECORD

VOL 414 PAGE 105

*Indy J. Moore*  
AUDITOR  
70025

756704

STATE OF INDIANA )  
COUNTY OF ELKHART ) SS:

IN THE ELKHART CIRCUIT COURT  
ESTATE NO. SE-79-104

IN THE MATTER OF THE ESTATE OF )  
ESTHER BREWSTER, Deceased )  
FIRST NATIONAL BANK OF GOSHEN, )  
Executor )

FILED  
IN OPEN COURT

1981

*James Messmore*

ORDER ON FINAL ACCOUNT AND  
DECREE OF FINAL DISTRIBUTION

Comes now First National Bank of Goshen, as Executor of the Estate of Esther Brewster, deceased, and files and submits to the Court proof of publication of notice to the heirs, creditors and legatees of said estate of the filing and pendency of said Final Account and when and where the same would be heard, which notice and proof the Court, upon examination, now finds and holds to be sufficient; said notice having been published in The Mail-Journal, on the 18th day of November, 1981. Said notice and proof being in the following words and figures to-wit: (H.I.) and said Executor also makes proof of the mailing of said notices to all interested parties by the Clerk on the 3rd day of November, 1981. Said proof being in the words and figures to-wit: (H.I.)

10-  
Yant  
This cause came to be heard this 1st day of December, 1981, upon the final account, petition to settle and allow account and for authority to distribute estate filed by said Executor, which account and petition are in the words and figures following, to-wit: (H.I.)

And it appearing that no objections were filed thereto and the Court being fully advised in the premises now finds that:

1. Due notices of the filing of said account and petition and of the hearing on the same were given to all persons interested in said estate, and the same are now properly before the Court for final action thereon.

2. That Esther Brewster died testate, a resident of the County of Kosciusko, State of Indiana, on the 22nd day of September, 1979, her Last Will and Testament was duly admitted

ISES001259

to probate before this Court on the 28th day of September, 1979, and this Court appointed said First National Bank of Goshen as Executor of the Last Will and Testament of the decedent, and said Executor was issued Letters of Testamentary on the 28th day of September, 1979, to it and since that date it has continued to serve in such capacity.

3. That the matters and things stated in said account and petition are true, and that said Executor has accounted for all the assets in said estate coming into its hands.

4. More than five (5) months have elapsed since the date of first published notice to legatees, devisees and creditors of said decedent; all claims filed against said estate have been paid and discharged; neither said decedent nor her Executor was an employer of labor within the meaning of that term as used in the Indiana Employment Security Act; all estate taxes, inheritance taxes and gross income taxes, if any, assessed in said estate have been paid.

5. The following are the sole legatees and devisees under the decedent's Last Will and Testament:

|  |              |
|--|--------------|
| Robert H. Brewster, husband<br>118 S. Lake St., Syracuse, IN | \$281,680.88 |
| First National Bank of Goshen<br>401 S. Main St., Goshen, IN | \$320,430.67 |

and that all assets and property of this estate remaining after payment of decedent's debts and expenses of administration should be distributed to the above-named parties as set forth above.

6. That the decedent owned two parcels of real estate at the time of her death, more particularly described in Exhibit A attached hereto and made a part hereof, and that Tract 1 and 15.38% of Tract 2 of said real estate vested in Robert H. Brewster and the remaining 34.62% of Tract 2 vested in First National Bank of Goshen, pursuant to decedent's Last Will and Testament.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. Said Final Account of said Executor is hereby in all things approved, settled and confirmed.

2. That the distribution of the balance of the property remaining in said Executor's hands for distribution should be made pursuant to the distribution set forth in the final accounting as prescribed under the Last Will and Testament of said decedent and is hereby in all things approved.

3. That pursuant to the decedent's Last Will and Testament, the real estate described in Exhibit A is hereby vested as follows, pursuant to the provisions of the decedent's Last Will and Testament:

Robert H. Brewster:

All of Tract 1 and  
15.38% of Tract 2

First National Bank of Goshen:  
34.62% of Tract 2

And that said Executor is hereby directed to procure and record in the office of the Recorder of Elkhart County, being the county in which said real estate is located, a certified copy of this Final Decree.

4. Said Executor is hereby directed to distribute the balance of the assets available for final distribution pursuant to the provisions of the decedent's Last Will and Testament as follows:

Robert H. Brewster, husband      \$281,680.88  
118 S. Lake St., Syracuse, IN

First National Bank of Goshen      \$320,430.67  
401 S. Main St., Goshen, IN

5. Said Executor is hereby directed to file its Supplemental Report showing that it has complied with the terms of this order and that said Executor has in all things carried out the provisions of this final decree.

All of which is ordered this 1st day of December,

1981.

Judge, Kosciuszko Circuit Court

**EXHIBIT A**

Tract 11

Lot Number Eleven (11), in Westplains Subdivision, located in the North Half of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana.

Subject to the restrictions and conditions contained in the recorded plat of said subdivision.

Tract 2:

A part of the south half (S 1/2) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone in the center line of County Road Number Thirty-eight (38), said stone marking the Southeast (SE) corner of the southeast quarter (SE 1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana; thence along the south line of the southeast quarter (SE 1/4) of Section Twenty-two (22) and the center line of County Road Number Thirty-eight (38) north eighty-eight (88) degrees, fifty-nine (59) minutes west, two thousand three hundred sixty-one and fifteen hundredths (2,361.15) feet; thence north zero (0) degrees twenty-seven (27) minutes east, five hundred forty-three and forty-two hundredths (543.42) feet to the place of beginning of this description; thence north eighty-nine (89) degrees west, six hundred thirty-five and sixty-five hundredths (635.65) feet to the east line of Eisenhower Drive; thence north one (1) degree east, four hundred eighty-seven and two tenths (487.2) feet; thence south eighty-nine (89) degrees east, six hundred thirty and fifteen hundredths (630.15) feet; thence south zero (0) degrees twenty-seven (27) minutes west, four hundred eighty-seven and two tenths (487.2) feet to the place of beginning of this description. Said above tract contains 7.079 acres of land.

Subject to all easements, restrictions and reservations  
of record.

STATE OF INDIANA  
KOSCIUSKO COUNTY

SS:

Superior

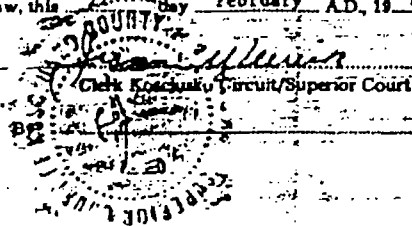
I, Jeanne Weirick, Clerk of the Kosciusko Circuit Court, in the Fifty-Fourth  
Judicial Circuit of the State of Indiana, do hereby certify the above and foregoing to be a full, true  
and complete copy of the order of said Court, made, rendered and entered of record in the Estate of

Edward R. Weirick

on the 1st day of December A. D. 19 81, as the same appears  
of record in ORDER-BOOK No. \_\_\_\_\_ Page \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed the Seal of said Court, at the Office in

Warsaw, this 22 day February A. D. 19 85



109

JUL 1 2 16 PM '87

87 014747

ELKHART COUNTY RECORDER  
PEGGY A. MILLER  
FILED FOR RECORD

# PARTNERSHIP AND TRADE NAME RECORD

STATE OF INDIANA }  
ELKHART COUNTY }SS:

THIS CERTIFIES That the undersigned, are conducting and transacting  
business at 1010 Eisenhower Drive, Goshen in the County of Elkhart

and State of Indiana, under the name and style of Brewster Properties

that the office thereof is located at 1010 Eisenhower Dr., Goshen in the State of  
Indiana and that the name and residence of each and every

person engaged in said business or having interest therein as follows, to-wit:

| NAME                 | RESIDENCE                              |
|----------------------|--|
| Robert H. Brewster   | 1010 Eisenhower Dr., Goshen, IN 46526  |
| Robert Brewster, Jr. | 830 Shore Dr., Boynton Beach, FL 33435 |

WITNESS, our hands and seals this 26th day of June 19 87

x Robert H. Brewster (SEAL)

x Robert Brewster, Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER  
Feb 20 1990  
Charles R. Miller AUDITOR  
049741790  
TRANSFER FEE

90 003276 1

FEB 20 3 10 PM '90

Pl Tract I

WARRANTY DEED ELKHART COUNTY RECORDER  
PEGGY A. MILLER  
FILED FOR RECORD

Q 650  
ck  
yub

This Indenture witnesseth that MIDWEST COMMERCE BANKING COMPANY (successor in interest by merger to First National Bank, Goshen, Indiana), Trustee of the Esther Brewster Trust, arising from her Last Will and Testament dated September 7, 1972, and pursuant to powers and authorities vested by said Trust, of Elkhart County in the State of Indiana, Hereby conveys and warrants to ROBERT H. BREWSTER, whose mailing address is c/o Goshen Cushion, Inc., 1010 Eisenhower Drive, South, Goshen, Indiana 46526, of Elkhart County in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, an undivided 36.62% interest in and to the following described real estate located in Elkhart County, State of Indiana, to-wit:

A part of the South half of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2617.18 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88-019761; thence North 01 degree, 02 minutes, 53 seconds East, 275.05 feet, along the East line of Industrial Park Drive, to a chiselled cross; thence continuing along the last described line and bearing, 267.92 feet, to an iron pipe, at a point being the Northwest corner of real estate described in Deed Record 88-019761, Elkhart County Records, the point of beginning; thence continuing along the last described line and bearing 52.54 feet to an iron set; thence South 89 degrees, 05 minutes, 22 seconds East, 295.6 feet to an iron set; thence South 0 degrees, 48 minutes, 53 seconds West, 50.47 feet to an iron set; thence North 88 degrees, 35 minutes, 33 seconds West, 295.6 feet to the point of beginning.

Subject to public right of way and easements and restrictions of record.

The undersigned persons executing this Warranty Deed for and on behalf of the Grantor certify that they are duly authorized and empowered by virtue of their positions, and by the terms and conditions of the Trust aforedescribed, to execute this Warranty Deed and conveyance for and on behalf of the Grantor.



Grantor certifies that no Indiana Gross Income Tax is due or owing as a result of this conveyance.

Dated this 16th day of February, 1990.

MIDWEST COMMERCE BANKING COMPANY,  
successor in interest to First  
National Bank, Goshen, Indiana, by  
virtue of merger, Trustee of the  
Esther Brewster Trust, pursuant to  
the terms and conditions thereof

By Kenneth F. Mirer LHP  
Kenneth F. Mirer, First Vice  
President

By Rodney D. Diller VP  
Rodney D. Diller, Vice President

State of Indiana, Elkhart County, SS:

Before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared the above named Midwest  
Commerce Banking Company, Trustee of the Esther Brewster Trust, by  
Kenneth F. Mirer, its First Vice President, and Rodney D. Diller,  
Vice President, and acknowledged the execution of the foregoing  
Warranty Deed this 16th day of February, 1990.

WITNESS my hand and notarial seal.

Jackie L. Miller  
Jackie L. Miller Notary Public  
Residing in Elkhart County, Indiana

My Commission Expires:

January 6, 1997

Prepared by Gordon Lord, Yoder, Ainlay, Ulmer & Buckingham  
130 N. Main St., P.O. Box 575, Goshen, IN 46526-0575

NOTARY PUBLIC FOR TAXATION  
FEDERAL RECEIPT FOR TRANSFER  
Feb 20 1990  
04976  
TRANSFER FEE

WARRANTY DEED

90 003278 P13  
Feb 20 3 10 PM '90  
ELKHART COUNTY RECORDER  
PEGGY A. MILLER  
FILED FOR RECORD  
Tract  
JE

This indenture witnesseth that ROBERT H. BREWSTER, of Elkhart County in the State of Indiana, conveys and warrants to ROBERT H. BREWSTER, whose mailing address is c/o Goshen Cushion, Inc., 1010 Eisenhower Drive South, Goshen, Indiana 46526, of Elkhart County in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the following described real estate located in Elkhart County, State of Indiana, to-wit:

A part of the South half of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail; thence North 00 degrees, 26 minutes, 15 seconds East, 275.0 feet, to an iron stake at the point of beginning of this description; thence continuing along the last described bearing, 268.62 feet, to a rebar at the Northeast corner of lands described in Deed Record 88 019761 and the Southeast corner of lands described in Deed Record 281, Page 63; thence North 88 degrees, 35 minutes, 33 seconds West, 339.91 feet, to an iron stake; thence South 00 degrees, 48 minutes, 53 seconds West, 270.75 feet, to a chiselled cross; thence South 88 degrees, 57 minutes, 14 seconds East, 341.66 feet, to the point of beginning containing 2.11 acres.

Subject to a public right-of-way.

Subject to, and benefitting from, a 30 feet wide easement for purposes of ingress and egress for the use and benefit of the real estate aforesaid, and real estate lying to the South and West thereof, which easement is more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail; thence continuing along the last described line and bearing, 255.8 feet, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 260.05 feet, along the East line of Industrial Park Drive, the point of beginning; thence South 88 degrees, 57 minutes, 14 seconds East, 326.91 feet; thence North 01 degree, 2 minutes, 53 seconds East, 30.0 feet; thence North 88 degrees, 57 minutes, 14 seconds West, 326.91 feet to the East line of Industrial Park Drive; thence South 01

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degrees, 02 minutes, 53 seconds West, 30.0 feet to the point of beginning.

Together with a 41 feet wide ingress and egress easement, benefitting the real estate aforescribed, and being nonexclusive in nature, the East line of such easement being more particularly described as follows:

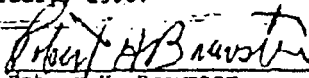
Commencing at a P.K.1 nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet; along the South line of said Section 22, and the centerline of County Road 38, to a P.K.1 nail at the point of beginning of this description; thence North 00 degrees, 26 minutes, 15 seconds East, 275.0 feet, to an iron stake.

The aforescribed 30 feet wide easement was derived from real estate conveyed to the Grantor herein by Warranty Deed recorded in Deed Volume 88-019761, Elkhart County, Indiana Records.

All of said real estate is subject to conditions, agreements, and reservations of easements as set forth in Deed Volume 423, page 587, Elkhart County Records.

The purpose of this conveyance is to create a separate deed and chain of title to, and separate real estate property tax code number and record for, the real estate and easement rights herein described.

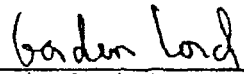
Dated this 10 day of February, 1990.

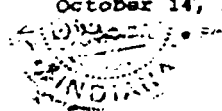
  
Robert H. Brewster

State of Indiana, Elkhart County, SS: . . .

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Robert H. Brewster and acknowledged the execution of the foregoing Warranty Deed this 10 day of February, 1990.

WITNESS my hand and notarial seal.

  
Gordon Lord, Notary Public  
Residing in Elkhart County, Indiana

My Commission Expires:  
October 14, 1993  


Prepared by Gordon Lord, Yoder, Ainlay, Ulmer & Buckingham  
130 N. Main St., P.O. Box 575, Goshen, IN 46526-0575

RECORDATION REQUESTED BY:

LAKE CITY BANK  
202 EAST CENTER ST.  
P.O. BOX 1387  
WARSAW, IN 46581-1387

WHEN RECORDED MAIL TO:

LAKE CITY BANK  
202 EAST CENTER ST.  
P.O. BOX 1387  
WARSAW, IN 46581-1387

SEND TAX NOTICES TO:

Brewster Properties, Inc.  
1010 Eisenhower Drive S.  
Goosha, IN 46526

92 031868

Dec 30 2 00 PM '92

ELKHART COUNTY RECORDER  
PEGGY A. MILLER  
FILED FOR RECORD

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 21, 1992, between Brewster Properties, Inc., whose address is 1010 Eisenhower Drive S., Goosha, IN 46526 (referred to below as "Grantor"); and LAKE CITY BANK, whose address is 202 EAST CENTER ST., P.O. BOX 1387, WARSAW, IN 46581-1387 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Elkhart County, State of Indiana:

See Exhibit A

The Real Property or its address is commonly known as 1010 Eisenhower Drive S., Goosha, IN 46526.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means Brewster Properties, Inc.

Indebtedness. The word "Indebtedness" means indebtedness as used herein specifically includes all future obligations, advances, modifications, extensions and renewals up to the total maximum amount of \$2,500,000.00 (whether made as an obligation, made at the option of the mortgagee, made after reduction to a zero (0) or other balance, or made otherwise) to the same extent as if the future obligations, advances, modifications, extensions and renewals were made on the date of the execution hereof. The term hereof with respect to all such future obligations, advances, modifications, extensions and renewals shall have the priority to which this mortgage is otherwise entitled under I.C. 32-1-2-18 without regard for the fact that such future obligations, advances, modifications, extensions and renewals occur after the mortgage is originally executed, all as provided in I.C. 32-8-11-9. (Initial Here)

Lender. The word "Lender" means LAKE CITY BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated December 21, 1992, in the original principal amount of \$2,100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described in any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE: (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in the Assignment, Grantor shall pay to Lender all amounts secured by the Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and

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ASSIGNMENT OF RENTS  
(Continued)

**Consent to Lender that**

**Covenant.** Grantor is entitled to receive the Rents free and clear of all rights, liens, interests, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

**LENDER'S RIGHT TO COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notice to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property, demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property, collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurances effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to manage and operate the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing, will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

**Breaches.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

**Other Defaults.** Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

**Insolvency.** The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Indiana law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Assignment.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes retention of a surety bond for the claim satisfactory to Lender.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

insolvency, Lender in good faith deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds over and above Lender's costs against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, Grantor irrevocably designates Lender as its attorney-in-fact to receive any payments of rent or use fees received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payment by tenants or other users to Lender in response to Lender's efforts shall satisfy the obligations for which the payments were made, whether or not any proper grounds for the demand existed. Lender may declare its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the present value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Waiver/ Election of Remedies.** A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and election by Grantor to take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

**Attorneys' Fees/ Expenses.** If Lender initiates any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender shall be Lender's obligation and shall become a part of the indebtedness. Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid of the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any times under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Assignment has been delivered to Lender and accepted by Lender in the State of Indiana. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Brewster Properties, Inc.

By Barbara B. James  
Barbara B. James, President

12-31-1992  
Loan No 109510

ASSIGNMENT OF RENTS  
(Continued)

Page 4

CORPORATE ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Elkhart

On this 10th day of December, 1992, before me, the undersigned Notary Public, personally appeared Barbara E. Jordan, President of Evergreen Properties, Inc. and known to me to be the duly authorized agent of the corporation that executed the Assignment of Rents, and acknowledged the Assignment to be the true and lawful act and deed of the corporation, by authority of its officers or by resolution of its board of directors, for the uses and purposes therein mentioned, and he or she is authorized to execute this Assignment and to act and execute the Assignment on behalf of the corporation.

By Gordon Lord GORDON LORD Notary at Elkhart County, IN.

Notary Public in and for the State of Indiana My commission expires 10-14-93

Barbara E. Jordan  
This Assignment of Rents prepared by: X  
Name of Signer: Barbara E. Jordan

TRACT #1

A part of the South half of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail; thence North 00 degrees, 24 minutes, 15 seconds East, 275.0 feet, to an iron stake at the point of beginning of this description; thence continuing along the last described bearing, 268.62 feet, to a rebar at the Northeast corner of lands described in Deed Record 88 019761 and the Southeast corner of lands described in Deed Record 231, Page 43; thence North 88 degrees, 33 minutes, 38 seconds East, 339.91 feet, to an iron stake; thence South 00 degrees, 48 minutes, 53 seconds West, 270.75 feet, to a chiselled cross; thence South 88 degrees, 57 minutes, 14 seconds East, 341.66 feet, to the point of beginning.

Subject to, and benefitting from, a 30 feet wide easement for purposes of ingress and egress for the use and benefit of the real estate sfordescribed, and real estate lying to the South and West thereof, which easement is more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail; thence continuing along the last described line and bearing, 255.8 feet, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 260.03 feet, along the East line of Industrial Park Drive, the point of beginning; thence South 88 degrees, 57 minutes, 14 seconds East, 326.91 feet; thence North 01 degree, 2 minutes, 53 seconds East, 30.0 feet; thence North 88 degrees, 57 minutes, 14 seconds West, 326.91 feet to the East line of Industrial Park Drive; thence South 01 degree, 02 minutes, 53 seconds West, 30.0 feet to the point of beginning.

Together with a 41 feet wide ingress and egress easement, benefitting the real estate sfordescribed, and being nonexclusive in nature, the East line of such easement being more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail at the point of beginning of this description; thence North 00 degrees, 24 minutes, 15 seconds East, 275.0 feet, to an iron stake.

I do hereby certify that this document is being  
filmed exactly as made available to this office  
for recording.

ELKHART COUNTY RECORDER

Gary A. Miller





TRACT 12

A part of the South half of Section 22, Township 36 North, Range 4 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail at the point of beginning of this description; thence continuing along the last described line and bearing, 255.8 feet, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 275.05 feet, along the East line of Industrial Park Drive, to a chiselled cross; thence South 88 degrees, 57 minutes, 14 seconds East, 638.57 feet, to an iron stake; thence South 00 degrees, 26 minutes, 15 seconds East, 275.0 feet, to the point of beginning.

Subject to easement for ingress and egress purposes, to and for real estate lying to the North thereof, over and across the Eastern most 41 feet of the real estate aforescribed.

Subject to, and benefitting from, a 30 feet wide easement for purposes of ingress and egress, serving real estate to the north of the aforescribed 4.04 acre parcel, and serving said 4.04 acre parcel, 15 feet of which is over a portion of the northern part of the aforescribed real estate, and 15 feet of which is over a portion of the southern part of real estate to the north thereof, which easement is more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail; thence continuing along the last described line and bearing, 255.8 feet, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 260.05 feet, along the East line of Industrial Park Drive, the point of beginning; thence South 88 degrees, 57 minutes, 14 seconds East, 326.91 feet; thence North 01 degree, 2 minutes, 53 seconds East, 30.0 feet; thence North 88 degrees, 57 minutes, 14 seconds West, 326.91 feet to the East line of Industrial Park Drive; thence South 01 degree, 02 minutes, 53 seconds West, 30.0 feet to the point of beginning.

I do hereby certify that this document is being filed exactly as made available to this office for recording.

ELKHART COUNTY RECORDER

Garry A. Miller



Tract #3

A part of the South half of Section 22, Township 16 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2617.18 feet, along the South line of said Section 22, and the centerline of County Road 18, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 275.05 feet, along the East line of Industrial Park Drive, to a chiselled cross at the point of beginning of this description; thence continuing along the last described line and bearing, 320.52 feet, to an iron stake; thence South 89 degrees, 05 minutes, 22 seconds East, 295.6 feet, to an iron stake; thence South 00 degrees, 48 minutes, 53 seconds West, 321.22 feet, to a chiselled cross; thence North 88 degrees, 57 minutes, 14 seconds West, 296.91 feet, to the point of beginning.

Subject to, and benefitting from, a 30 feet wide easement for purposes of ingress and egress, 15 feet of which is over the South 15 feet of the aforescribed real estate, and 15 feet of which is over a portion of the South part of real estate immediately to the East of the aforescribed real estate, and 15 feet of which is over a portion of the North 15 feet of real estate to the South of the real estate aforescribed, which easement is more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 18, to a P.K. nail; thence continuing along the last described line and bearing, 235.8 feet, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of

lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 260.05 feet, along the East line of Industrial Park Drive, the point of beginning; thence South 88 degrees, 57 minutes, 14 seconds East, 326.91 feet; thence North 01 degree, 2 minutes, 53 seconds East, 30.0 feet; thence North 88 degrees, 57 minutes, 14 seconds West, 377.91 feet to the East line of Industrial Park Drive; thence South 01 degree, 02 minutes, 53 seconds West, 30.0 feet to the point of beginning.

I do hereby certify that this document is being filmed exactly as made available to this office for recording.

ELKHART COUNTY RECORDER

Garry A. Miller



Tract #4

Part of the East Half (4) of the Southwest Quarter (4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, situate in Elkhart Township, Elkhart County, Indiana and being more particularly described as follows:

Commencing at a brass plug in the pavement monumenting the southwest corner of said Section Twenty-two (22); thence eastwardly along the south line of the Southwest Quarter (4) of said Section Twenty-two (22) a distance of one thousand nine hundred eight and ninety-two hundredths (1908.92) feet to a point; thence northwardly with a deflection angle of ninety (90) degrees to the left a distance of one thousand ninety-two and ninety-one hundredths (1092.91) feet to an iron stake for the place of beginning of this description, said place of beginning being the southeast corner of land conveyed to Meyerhaeuser Company by Warranty Deed dated October 14, 1964, and recorded in Deed Record 216, page 93, in the Office of the Recorder of Elkhart County; thence continuing northwardly along the extension of the aforesaid line a distance of two hundred ninety-five and fifty-one hundredths (295.51) feet to a point; thence westward with a deflection angle of eighty-nine (89) degrees fifty-four (54) minutes to the left and parallel with the north line of said Meyerhaeuser land a distance of four hundred ninety-six and forty-eight hundredths (496.48) feet to a point on the east line of Eisenhower Drive; thence southwardly with a deflection angle of ninety-one (91) degrees five (05) minutes thirty (30) seconds to the left and along the east line of said Eisenhower Drive a distance of thirty-one and twenty-five hundredths (31.25) feet to an iron stake marking the point of curvature of a curve to the left, said curve having a radius distance of two hundred seventy and fourteen hundredths (270.14) feet and an internal angle of eighty-eight (88) degrees fifty-five (55) minutes thirty (30) seconds; thence southwardly and eastwardly along said curve to the left a distance of four hundred nineteen and twenty-seven hundredths (419.27) feet to an iron stake at the point of tangency of said curve; thence eastwardly along said curve tangent and along the north line of said Eisenhower Drive a distance of two hundred twenty-five and ninety-four hundredths (225.94) feet to the place of beginning of this description.

I do hereby certify that this document is being filmed exactly as made available to this office for recording.

ELKHART COUNTY RECORDER

Garry A. Miller



Dygert Seating, Inc.  
53381 Marina Drive  
Elkhart, IN 46514

Innkeepers of Goshen, Inc.  
c/o Goshen Holiday Inn  
U.S. 33 South  
Goshen, IN 46526

(Date, Time, Number, and Filing Office)

95313

FEB 21 2 03 PM '95

FILED FOR RECORD

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J and  
addition  
copy

This statement refers to original Financing Statement No. 94888 Dated 1/13 1995

- A. ☐ CONTINUATION ... The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. ☐ PARTIAL RELEASE ... From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ☐ ASSIGNMENT ... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below. (May refer to original financing statement.)
- D. ☐ TERMINATION ... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. ☒ AMENDMENT ... The financing statement bearing the above file number is amended as indicated below.

This partial release, amendment or assignment covers the following:  
NAME CHANGE FOR THE SECURED PARTY, PREVIOUSLY GOSHEN CUSHION, INC. NEW NAME IS INDICATED ABOVE. NAME CHANGE CAUSED BY CHANGE OF CORPORATE NAME.

Name and Address of Assignee of Secured Party

Kent Brechtel, President of Innkeepers of Goshen, Inc.

By: \_\_\_\_\_  
Signature of Debtor, if Amendment

By: Kent Brechtel  
Signature of Secured Party

☒ Debtor need not sign, even in the case of an amendment, pursuant to a security agreement authorizing the Secured Party to sign instead of Debtor.

FORM UCC-1-INDIANA  
UNIFORM COMMERCIAL CODE

This form is approved by the Secretary of State of Indiana.

Filing Officer Copy — Alphabetical

Anderson Publishing Co., Cincinnati, Ohio 45201

This Financing Statement is presented to Filing Officer for filing in the County Recorder's real estate records pursuant to the Uniform Commercial Code

Number of additional sheets presented:

Debtor(s) (Last Name First) and Address(es)

Dygert Seating, Inc.  
53381 Marina Drive  
Elkhart, IN 46514

Secured Party(ies) and Address(es)

Goshen Cushion, Inc.  
X Goshen Holiday Inn  
U.S. 33 South  
Goshen, IN 46526

For Filing Officer (Date, Time, Number and Filing Office)

94886

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Goshen Cushion  
X Goshen Holiday Inn  
U.S. 33 South  
Goshen, IN 46526

This Financing Statement covers the following types (or items) of property:

See attached Exhibit A

☒ Products of Collateral are also covered. (See IC 26-1-9-313)

The above property is:

- ☒ To become fixtures on (insert legal description of real estate below); or
- ☐ Timber that is standing on (insert legal description of real estate below); or
- ☐ Minerals or the like (including oil and gas) or accounts that will be financed at the minehead of the well or mine located on (insert legal description of real estate below).

See real estate description attached as Exhibit B.

If the Debtor does not have an interest of record in the above-described real estate, the full name of the record owner is: \_\_\_\_\_

Name and Address of Assignee of Secured Party

new

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DYBERT SEATING INC

Exhibit A

Peggy A Miller  
CLERK COURT - RECORDS

94888

All of Debtor's: (a) accounts, contract rights, general intangibles, instruments, chattel paper, invoices, contracts, claims, leases, agreements, books and records, policies or certificates of insurance, deposits, deposit accounts, documents, documents of title, and choses in action, whether now owned or existing or hereafter acquired or arising; (b) inventory, whether now owned or existing or hereafter acquired or arising; (c) equipment, machinery, motor vehicles, furniture and all other goods and personal property and interests in goods and personal property, and all fixtures, whether now owned or existing or hereafter acquired or arising; and (d) additions, accessions and accessories to, substitutions for, and replacements, products and proceeds of, all of the foregoing, including, without limitation, proceeds of insurance.

IAH 22447

ISES001278

JAN 13 3 00 PM '95

Ozzy Miller  
PLUMMER COUNTY RECORDS

84888

EXHIBIT B

Real Estate situate in Elkhart County, State of Indiana, to-wit:

~~Parcel One:~~

A part of the south half of Section 22, Township 36 North, Range 6 East, Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone in the center line of County Road number Thirty-eight (38), said stone marking the southeast corner of the southeast quarter of Section 22, Township and Range aforesaid; thence along the south line of the southeast quarter of Section 22 and the center line of County Road number 38 north 88 degrees and 59 minutes west 2361.15 feet; thence north zero degrees 27 minutes east 543.42 feet to the place of beginning of this description; thence north 89 degrees west 635.65 feet to the east line of Eisenhower Drive; thence north 1 degree east 487.2 feet; thence south 89 degrees east 630.15 feet; thence south zero degrees 27 minutes west 487.2 feet to the place of beginning of this description. Said above tract contains 7.079 acres of land.

Less and excepting: A part of the South half of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2617.18 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 275.05 feet, along the East line of Industrial Park Drive, to a chiselled cross; thence continuing along the last described line and bearing, 267.92 feet, to an iron pipe, at a point being the Northwest corner of real estate described in Deed Record 88-019761, Elkhart County Records, the point of beginning; thence continuing along the last described line and

bearing 52.54 feet to an iron set; thence South 89 degrees, 05 minutes, 22 seconds East, 295.6 feet to an iron set; thence South 0 degrees, 48 minutes, 53 seconds West, 50.47 feet to an iron set; thence North 88 degrees, 35 minutes, 33 seconds West, 295.6 feet to the point of beginning.



Subject to easements, conditions and restrictions of record.

Parcel Two:

Part of the East Half (½) of the Southwest Quarter (¼) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Commencing at a brass plug in the pavement monumenting the Southwest corner of said Section Twenty-two (22); thence Eastwardly along the South line of the Southwest Quarter (SW¼) of said Section Twenty-two (22) a distance of one thousand nine hundred eight and ninety-two hundredths (1908.92) feet to a point; thence Northwardly with a deflection angle of ninety (90) degrees to the left a distance of one thousand ninety-two and ninety-one hundredths (1092.91) feet to an iron stake for the PLACE OF BEGINNING of this description; said place of beginning being the Southeast corner of land conveyed to Weyerhaeuser Company by Warranty Deed dated October 12, 1961, and recorded in Deed Record 236, Page 93, in the Office of the Recorder of Elkhart County; thence continuing Northwardly along the extension of the aforesaid line a distance of two hundred ninety-five and fifty-one hundredths (295.51) feet to a point; thence Westwardly with a deflection angle of eighty-nine (89) degrees fifty-four (54) minutes to the left and parallel with the North line of said Weyerhaeuser land a distance of four hundred ninety-six and forty-eight hundredths (496.48) feet to a point on the East line of Eisenhower Drive; thence Southwardly with a deflection angle of ninety-one (91) degrees five (05) minutes thirty (30) seconds to the left and along the East line of said Eisenhower Drive a distance of thirty-one and twenty-five hundredths (31.25) feet to an iron stake marking the point of curvature of a curve to the left, said curve having a radius distance of two hundred seventy and fourteen hundredths (270.14) feet and an internal angle of eighty-eight (88) degrees fifty-five (55) minutes thirty (30) seconds; thence Southwardly and Eastwardly along said curve to the left a distance of four hundred nineteen and twenty-seven hundredths (419.27)

327-003



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      558.92

feet to an iron stake at the point of tangency of said curve; thence Eastwardly along said curve tangent and along the North line of said Eisenhower Drive a distance of two hundred twenty-five and ninety-four hundredths (225.94) feet to the place of beginning of this description.

Containing 3.01 acres of land.

Subject to all assessments, easements, restrictions, conditions, and limitations of record as well as all streets, roads, and applicable zoning ordinances.

Subject to the protective covenants and restrictions as contained in an instrument dated October 12, 1961 and recorded October 14, 1961 in Miscellaneous Record 56, page 438, and a Waiver of Building Line Restriction, dated March 2, 1974 and recorded March 28, 1974 in Miscellaneous Record 107, page 832 of the records of Elkhart County, Indiana.

Subject to an easement for one or more line or lines for the transmission, distribution, and delivery of electrical energy over a part of the Premises granted by Weyerhaeuser Company to Northern Indiana Public Service Company, by instrument dated November 10, 1961, and recorded November 16, 1961 in Deed Record 236, page 180 of the records of Elkhart County, Indiana.

Subject to Private Side Tract Agreement by and between the New York Central Railroad Company and Weyerhaeuser Company dated July 18, 1962 and Assignment of Private Side Track Agreement to Industrial Properties of South Bend, dated February 15, 1974 and recorded March 28, 1974 in Miscellaneous Record 107, page 830 of the records Elkhart County, Indiana.

Subject to Driveway Easement Agreement by Industrial Properties of South Bend, and M. Stuart Cavell and Fred C. Silkworth, dated March 27, 1974 and recorded March 28, 1974 in Miscellaneous Record 107, page 825 of the records of Elkhart County, Indiana.

Parcel Three:

A part of the South half of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

400-054



Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail; thence North 00 degrees, 26 minutes, 15 seconds East, 275.0 feet, to an iron stake at the point of beginning of this description; thence continuing along the last described bearing, 268.62 feet, to a rebar at the Northeast corner of lands described in Deed Record 88 019761 and the Southeast corner of lands described in Deed Record 281, Page 63; thence North 88 degrees, 35 minutes, 33 seconds West, 339.91 feet, to an iron stake; thence South 00 degrees, 48 minutes, 53 seconds West, 270.75 feet, to a chiselled cross; thence South 88 degrees, 57 minutes, 14 seconds East, 341.66 feet, to the point of beginning containing 2.11 acres.



Subject to a public right-of-way.

Subject to, and benefitting from, a 30 feet wide easement for purposes of ingress and egress for the use and benefit of the real estate aforescribed, and real estate lying to the South and west thereof, which easement is more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail; thence continuing along the last described line and bearing, 255.8 feet, to a P.K. nail marking the Southeast corner of the Southwest Quarter of said Section 22; thence continuing along the last described line, North 88 degrees, 56 minutes, 37 seconds West, 385.7 feet, to a P.K. nail at the Southwest corner of lands described in Deed Record 88 019761; thence North 01 degree, 02 minutes, 53 seconds East, 260.05 feet, along the East line of Industrial Park Drive, the point of beginning; thence South 88 degrees, 57 minutes, 14 seconds East, 326.91 feet; thence North 01 degree, 2 minutes, 53 seconds East, 30.0 feet; thence North 88 degrees, 57 minutes, 14 seconds West, 326.91 feet to the East line of Industrial Park Drive; thence South 01 degree, 02 minutes, 53 seconds West, 30.0 feet to the point of beginning.

Together with a 41 feet wide ingress and egress easement, benefitting the real estate aforescribed, and being nonexclusive in nature, the East line of such easement being more particularly described as follows:

Commencing at a P.K. nail marking the Southeast corner of said Section 22; thence North 88 degrees, 59 minutes West, 2361.38 feet, along the South line of said Section 22, and the centerline of County Road 38, to a P.K. nail at the point of beginning of this description; thence North 00 degrees, 26 minutes, 15 seconds East, 275.0 feet, to an iron stake.

The aforedescribed 30 feet wide easement was derived from real estate conveyed to Landlord herein by Warranty Deed recorded in Deed Volume 88-019761, Elkhart County Records.

Doc 74, page 266  
Date 9-8-66

OCT 14 1961  
9. R. A. Class of 1961  
GOSHEN INDUSTRIAL PARK  
PROTECTIVE COVENANTS AND RESTRICTIONS  
386653  
056 438

Conditions, Covenants, Restrictions, Reservations and  
Easements affecting property of The Greater Goshen Association, Inc.

THIS DECLARATION, made this 12th day of October, 1961.

by The Greater Goshen Association, hereinafter called the GRANTOR.

WITNESSETH:

WHEREAS, Grantor is the owner or optionee of the real  
property described in Clause I of this declaration, and is desirous  
of subjecting the real property described in Clause I to the conditions,  
covenants, restrictions, reservations and easements hereinafter set  
forth, each and all of which is and are for the benefit of said property  
and for each owner thereof, and shall inure to the benefit of and pass  
with said property, and each and every parcel thereof, and shall apply  
to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, The Greater Goshen Association, Inc., hereby  
declares that the real property described in and referred to in Clause  
I hereof is, and shall be, held, transferred, sold, conveyed and  
occupied subject to the conditions, covenants, restrictions, reserva-  
tions and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

"Building site" shall mean any lot, or portion thereof, or  
two or more contiguous lots or portions thereof, or a parcel of land  
upon which a commercial or light industrial building or buildings and  
appurtenant structures may be erected in conformance with these  
covenants.

"Grantor" shall mean The Greater Goshen Association, Inc.,  
its successors and assigns unless the context indicates otherwise.

"Improvements" shall mean and include a commercial or light  
industrial building or buildings, outbuildings appurtenant thereto,  
parking areas, loading areas, fences, masonry walls, bridges, lawns,  
mass plantings and any structures of any type or kind located above  
ground.

056-439

"Building line or line" shall mean the minimum distance which commercial or light industrial buildings and out-buildings or any structure of any type or kind located above ground shall be set back from the property or street lines, and reference is hereby made to the recorded plat of the addition in which is located real property hereby subjected to these covenants for the location of such building lines.

"Side building site line" shall mean the boundary or property line dividing two adjoining building sites.

For the purposes of these restrictions, the term "Approval Committee" conclusively shall be deemed to mean the President, Vice-President, Secretary, Executive Director and Treasurer of The Greater Goshen Association, Inc., with such Executive Director serving as Secretary of the "Approval Committee". A majority of the members of such committee shall constitute a quorum of such committee and are vested with authority to make any decisions, perform any acts and execute any written instruments of approval or consent required by these restrictions. The "Approval Committee" shall have full power to select, appoint, retain and use any agents or sub-committees of any type and nature as it deems advisable to render such assistance to said "Approval Committee" and to perform such acts as said "Approval Committee" shall determine.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions and easements set forth herein is located in the County of Elkhart, State of Indiana, and is more particularly described as follows, to-wit:

A portion of the Southwest Quarter of Section twenty two (22), Township thirty six (36) North, Range six (6) East, and a part of the City of Goshen, Elkhart County, Indiana, more particularly

056-442

In these restrictive covenants, may be used for any use permitted under the existing Zoning Ordinances of the City of Goshen, Indiana, as the same now exist or as the same have been or may hereafter be amended, and as said zoning ordinances pertain to said real estate above described, except the following uses shall not be permitted:

- a. Auto wrecking or salvage yards of any type.
- b. Open storage of waste paper, rags, scrap metals, scrap glass.
- c. Central mixing plant for asphalt, mortar, plaster or concrete.
- d. Heavy chemical industry.
- e. Process emitting excessive odor, dust, fumes, noise, smoke, or vibration.
- f. Process using excessive amounts of water and thereby creating needs for large sewerage systems.
- g. Plants with unsightly appearance by virtue of their process technology.
- h. Manufacture and/or storage of explosives.

3. Improvements erected on property subject to this declaration as described in Clause 1 hereof, and used for industrial purposes shall not exceed 60 feet in height; buildings constructed in connection with research centers shall not exceed 60 feet in height. Water tanks, standpipes, structures to house elevators, stairways, ventilating and air conditioning equipment, chimneys and smoke stacks may exceed 80 feet in height with the written approval of the Approval Committee and the Goshen Aviation Commission.

4. Structures or buildings erected in this Industrial Park shall comply with the following minimum dimensions of yards and building lines:

- a. Rear Yard: There shall be a rear yard having a minimum depth of 25 feet.
- b. Side Yard: The side yards shall be not less than 10 feet.
- c. Building Line: The minimum front yard building setback shall be not less than 75 feet.

described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 22, Township 36 North, Range 6 East; thence West along and with the South line of the Southwest quarter of said Section 22, a distance of 227.03 feet; thence North with a deflection angle of 90 degrees, zero minutes, zero seconds, right, a distance of 1032.91 feet to the point of beginning; thence continuing North on the extension of the aforesaid line a distance of 1608.05 feet to the North line of the Southwest Quarter of the aforesaid Section 22; thence Westerly with a deflection angle of 89 degrees, 48 minutes, 15 seconds, left, along and with the aforementioned North line of the Southwest Quarter of Section 22, a distance of 1678.51 feet to the East right of way line of the Chicago, Cincinnati, Cleveland and St. Louis Railroad; thence Southerly with a deflection angle of 91 degrees, 11 minutes 45 seconds, left, along and with the East right of way line of the aforesaid railroad a distance of 1618.04 feet; thence East with a deflection angle of 89 degrees zero minutes, zero seconds, left, a distance of 1650.32 feet to the place of beginning.

Containing 61.55 acres and being subject to all existing utility easements, streets, roads and, or highway rights of way.

A portion of the Southwest Quarter of Section twenty two (22), Township thirty six (36) North, Range six (6) East, and a part of the City of Goshen, Elkhart County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 22, Township 36 North, Range 6 East; thence West along and with the South line of the Southwest Quarter of said Section 22, a distance of 370.09 feet; thence North with a deflection angle of 90 degrees, zero minutes, zero seconds right, a distance of 542.91 feet to the point of beginning; thence continuing North on the extension of the aforesaid line a distance of 490.00 feet; thence West, with a

year from date hereof, these covenants, or any part thereof, may be changed in whole or in part upon written approval of the owners of lot or lots of the fee simple or the property subjected to these covenants, based on the number of square feet owned as compared to the total area restricted, such written instrument to be properly recorded in the Office of the Recorder of Elkhart County, Indiana, before same becomes binding and in force and effect. A recordable certificate by an abstractor doing business in Elkhart County, Indiana, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Indiana as to the square footage owned by the record owner as shown by said abstractor's certificate shall be deemed conclusive evidence of ownership of property and square footage thereon owned and hereby restricted with regard to compliance with the provisions of this section.

420. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree, and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his, or their seisin of, or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth

AMENDMENT OF DECLARATION

This Amendment of Declaration made, this 7th day of September, 1966, by the GREATER GOSHEN ASSOCIATION, INC., (hereinafter sometimes called the "Grantor"),

WITNESSETH:

WHEREAS, Grantor has heretofore under date of October 12, 1961, executed a written Declaration entitled "Conditions, Covenants, Restrictions, Reservations and Easements Affecting Property of The Greater Goshen Association, Inc." (hereinafter referred to as the "Declaration"), which Declaration is recorded in Miscellaneous Record 56 beginning at page 438 of the records of Elkhart County, Indiana, and

WHEREAS, since the execution and recording of said Declaration, the Grantor has become the owner of certain additional real estate, that is to say real estate in addition to that listed and described in the Declaration, all of which real estate is located in the "Goshen Industrial Park", and

WHEREAS, Grantor desires to amend the Declaration to include such additional real estate so as to subject such additional real estate to all of the conditions, covenants, restrictions, reservations and easements set forth in the Declaration so that there will be uniformity of development of the "Goshen Industrial Park" for the protection of all owners of property in the "Goshen Industrial Park" and the Grantor,

NOW, THEREFORE,

The Greater Goshen Association, Inc. hereby declares that CLAUSE I of the Declaration, more particularly, the section of said CLAUSE I entitled "PROPERTY SUBJECT TO THIS DECLARATION", is hereby amended, so that as amended the following described real estate situated in Elkhart County, State of Indiana, to-wit:

FILED FOR RECORD

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SEP 8 11 37 AM '66

SK WM. B. BIGLER PS  
ELKHART COUNTY RECORDER



"A part of the southwest quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

"Commencing at an iron stake in the center line of County Road Number Thirty-eight (38), said stake marking the southeast corner of the southwest quarter (SW $\frac{1}{4}$ ) of said Section; thence north eighty-nine (89) degrees west along the center line of County Road Number Thirty-eight (38) on an assumed bearing, four hundred forty-five and thirteen hundredths (445.13) feet; thence north one (1) degree east along the west line of Eisenhower Drive, five hundred forty-three and five tenths (543.5) feet to the place of beginning of this description; thence north eighty-nine (89) degrees west one thousand four hundred twenty and one tenth (1420.1) feet to a point on the east right-of-way line of the C.C.C. & St. Louis Railroad land; thence due north along said right-of-way line, four hundred eighty-seven and two tenths (487.2) feet; thence south eighty-nine (89) degrees east, one thousand four hundred twenty-eight and six tenths (1428.6) feet to the west line of Eisenhower Drive; thence south one (1) degree west, four hundred eighty-seven and eleven hundredths (487.11) feet along the west line of Eisenhower Drive to the place of beginning of this description. Said above tract contains fifteen and ninety hundredths (15.90) acres of land.

"Also, a part of the south half (S $\frac{1}{2}$ ) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

"Commencing at an iron stake in the center line of County Road Number Thirty-eight (38), said iron stake marking the southeast corner of the southwest quarter (SW $\frac{1}{4}$ ) of said Section; thence north eighty-nine (89) degrees west along the center line of County Road Number Thirty-eight (38) on an assumed bearing, three hundred seventy and thirteen hundredths (370.13) feet; thence north one (1) degree east along the east line of Eisenhower Drive, five hundred forty-three and five tenths (543.5) feet to the place of beginning of this description; thence continuing along said described bearing four hundred eighty-seven and eleven hundredths (487.11) feet; thence south eighty-nine (89) degrees east, one hundred forty-seven (147) feet; thence north one (1) degree east, one thousand six hundred six and ninety-eight (1606.98) feet to the north line of the southwest quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22); thence south eighty-eight (88) degrees forty-eight (48) minutes east, one hundred eighty and two tenths (180.2) feet to an iron stake marking the northeast corner of the southwest quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), thence south eighty-nine (89) degrees three (3) minutes east along the north line of the southeast quarter (SE $\frac{1}{4}$ ) of said Section, two hundred ninety-eight and five tenths (298.5) feet; thence south zero (0) degrees forty-four (44) minutes west, two thousand ninety-four and forty-one hundredths (2094.41) feet; thence north eighty-nine (89) degrees west, six hundred thirty-five and seven tenths (635.7) feet to the place of beginning of this description, said above tract contains twenty-eight and seventy-six (28.76) acres of land."

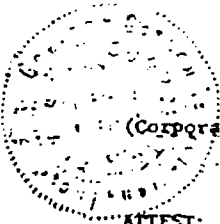
is and shall be included as a part of the real estate listed and described in said section of said CLAUSE I entitled "PROPERTY SUBJECT TO THIS DECLARATION"

in like manner as if the said real estate hereinabove described were originally incorporated therein.

The Greater Goshen Association, Inc. further declares the real estate described in this Amendment of Declaration shall be subject to all the conditions, covenants, restrictions, reservations and easements set forth in the Declaration.

The Greater Goshen Association, Inc. further declares that the said Declaration as amended by this Amendment of Declaration is and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor, Greater Goshen Association, Inc. by authority of its Board of Directors, has caused this Amendment of Declaration to be executed by its President, attested by its Secretary and its corporate seal to be hereto affixed this 7th day of September, 1966.



(Corporate Seal)

GREATER GOSHEN ASSOCIATION, INC.

By:

Ray J. Troyer, President

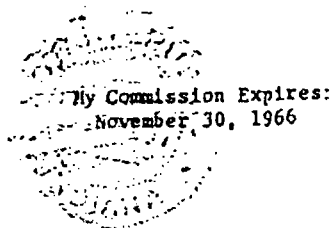
ATTEST:

Earle A. Thomas, Jr., Secretary

State of Indiana  
SS:  
Elkhart County

Personally appeared before me, a Notary Public in and for said County and State, this 7th day of September, 1966, Ray J. Troyer and Earle A. Thomas, Jr., known to me to be President and Secretary respectively of Greater Goshen Association, Inc. who acknowledged the execution of the foregoing Amendment of Declaration for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal.



Robert B. Beeson  
Notary Public

Prepared by the law office of Mehl, Mehl & Beeson by Robert B. Beeson.

Ja 28 1972

556760

VOL 101 PAGE 633

AMENDMENT OF DECLARATION

This Amendment of Declaration made, this 28<sup>th</sup> day of July, 1972, by the GREATER GOSHEN ASSOCIATION, INC., (hereinafter sometimes called the "Grantor"),

WITNESSETH:

WHEREAS, Grantor has heretofore under date of October 12, 1961, executed a written Declaration entitled "Conditions, Covenants, Restrictions, Reservations and Easements Affecting Property of The Greater Goshen Association, Inc." (hereinafter referred to as the "Declaration"), which Declaration is recorded in Miscellaneous Record 56 beginning at page 438 of the Records of Elkhart County, Indiana, and

WHEREAS, since the execution and recording of said Declaration, the Grantor has become the owner of certain additional real estate, that is to say real estate in addition to that listed and described in the Declaration, all of which real estate is located in the "Goshen Industrial Park", and

WHEREAS, Grantor desires to amend the Declaration to include such additional real estate so as to subject such additional real estate to all of the conditions, covenants, restrictions, reservations and easements set forth in the Declaration so that there will be uniformity of development of the "Goshen Industrial Park" for the protection of all owners of property in the "Goshen Industrial Park" and the Grantor.

NOW, THEREFORE,

The Greater Goshen Association, Inc. hereby declares that CLAUSE I of the Declaration, more particularly, the section of said CLAUSE I entitled "PROPERTY SUBJECT TO THIS DECLARATION", is hereby amended, so that as amended the following described real estate situated in Elkhart County, State of Indiana, to-wit:

MAHLE, MERLE W. HARMON  
ATTORNEY AT LAW  
1000 N. MAIN ST.  
ELKHART, INDIANA 46526  
B-10000 1000

ISES001293

Part of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at an iron stake marking the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 22; thence Eastwardly along the North line of the Southeast Quarter (SE 1/4) of said Section 22 a distance of two hundred ninety-eight and five tenths (298.5) feet to the PLACE OF BEGINNING of this description, said place of beginning being the Northeast corner of the second parcel of land conveyed by Ray B. Messick and Mary C. Messick, husband and wife to Greater Goshen Association, Inc. on the 22nd day of July, 1966 and recorded in Elkhart County Deed Record 271 Page 147; thence Southwardly with a deflection angle of eighty-nine (89) degrees forty-seven (47) minutes to the right and along the East line of said Greater Goshen Association, Inc. land a distance of five hundred fifty-one and thirty-two hundredths (551.32) feet to a point; thence Eastwardly parallel with the North line of the Southeast Quarter (SE 1/4) of said Section 22 a distance of seven hundred eighty-seven and twenty hundredths (787.20) feet to a point; thence Northwardly with a deflection angle of ninety-one (91) degrees nine (9) minutes to the left a distance of five hundred fifty-one and forty-three hundredths (551.43) feet to a point on the North line of the Southeast Quarter (SE 1/4) of said Section 22; thence Westwardly along the North line of the Southeast Quarter (SE 1/4) of said Section 22 a distance of seven hundred seventy-eight and twenty-two hundredths (778.22) feet to the place of beginning of this description.

Containing 9.91 acres of land.

is and shall be included as a part of the real estate listed and described in said section of said CLAUSE I entitled "PROPERTY SUBJECT TO THIS DECLARATION" in like manner as if the said real estate hereinabove described were originally incorporated therein.

The Greater Goshen Association, Inc. further declares the real estate described in this Amendment of Declaration shall be subject to all the conditions, covenants, restrictions, reservations and easements set forth in the Declaration.

The Greater Goshen Association, Inc. further declares that the said Declaration as amended by this Amendment of Declaration is and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor, Greater Goshen Association, Inc.

MOORE, MOORE & BROWN  
ATTORNEYS AT LAW  
ELKHART, INDIANA 46526  
GOSHEN, INDIANA 46526

by authority of its Board of Directors, has caused this Amendment of Declaration to be executed by its President, attested by its Secretary and its corporate seal to be hereto affixed this 28<sup>th</sup> day of July, 1972.

GREATER GOSHEN ASSOCIATION, INC.

By: Cedric A. Ackerson  
Cedric A. Ackerson, President

ATTEST:

Robert B. Beeson  
Robert B. Beeson, Secretary

State of Indiana  
SS:  
Elkhart County

Personally appeared before me, a Notary Public in and for said County and State, this 28th day of July, 1972, Cedric A. Ackerson and Robert B. Beeson, known to me to be President and Secretary respectively of Greater Goshen Association, Inc. who acknowledged the execution of the foregoing Amendment of Declaration for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal.

Joanne Portland  
Notary Public  
Joanne Portland

My Commission Expires:

July 14 1975

MEHL, MEHL & HEDRICK  
ATTORNEYS AT LAW  
1000 N. MAIN ST.  
GOSHEN, INDIANA 46526  
(317) 432-1333

This Instrument Prepared by Robert B. Beeson

AMENDMENT OF DECLARATION

This Amendment of Declaration made, this 14<sup>th</sup> day of November 1964, by the GREATER GOSHEN ASSOCIATION, INC., hereinafter sometimes called the "Grantor":

WITNESSETH:

WHEREAS, Grantor has heretofore under date of October 12, 1961, executed a written Declaration entitled "Conditions, Covenants, Restrictions, Reservations and Easements Affecting Property of The Greater Goshen Association, Inc." (hereinafter referred to as the "Declaration"), which Declaration is recorded in Miscellaneous Record 56 beginning at page 498 of the Records of Elkhart County, Indiana, and

WHEREAS, since the execution and recording of said Declaration, the Grantor has become the owner of certain additional real estate, that is to say real estate in addition to that listed and described in the Declaration, all of which real estate is located in the "Goshen Industrial Park", and

WHEREAS, Grantor desires to amend the Declaration to include such additional real estate so as to subject such additional real estate to all of the conditions, covenants, restrictions, reservations and easements set forth in the Declaration so that there will be uniformity of development of the "Goshen Industrial Park" for the protection of all owners of property in the "Goshen Industrial Park" and the Grantor.

NOW, THEREFORE,

The Greater Goshen Association, Inc., hereby declares that CLAUSE I of the Declaration, more particularly, the section of said CLAUSE I entitled "PROPERTY SUBJECT TO THIS DECLARATION", is hereby amended, so that as amended the following described real estate situated in Elkhart County, State of Indiana, to-wit:

MR. MELVIN A. BECKMAN  
ATTORNEY AT LAW  
200 N. WALSH ST.  
GOSHEN, INDIANA 46530  
616-500-1700

11-14-64

592536

TRACT NO. 1. Part of the Southeast Quarter (1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Commencing at an iron stake marking the Northwest corner of the Southeast Quarter (1/4) of said Section Twenty-two (22); thence South eighty-nine (89) degrees fourteen (14) minutes East along the North line of the Southeast Quarter (1/4) of said Section Twenty-two (22) a distance of one hundred ninety and thirteen hundredths (190.13) feet to an iron stake on the East line of Fifteenth Street; thence South zero (0) degrees twenty-three (23) minutes East along the East line of said Fifteenth Street a distance of four hundred ninety-one and forty-two hundredths (491.42) feet to an iron stake at the Northeast corner of the intersection of Fifteenth Street and Eisenhower Drive; thence South one (1) degree zero (00) minutes West a distance of sixty (60) feet to an iron stake on the South line of said Eisenhower Drive; thence South eighty-nine (89) degrees zero (00) minutes East along the South line of said Eisenhower Drive a distance of sixty-two and eighty-seven hundredths (62.87) feet to an iron stake at the Northeast corner of land conveyed to York Industrial Park, Inc. in Elkhart County Deed Record 206, Page 46, said iron stake being the PLACE OF BEGINNING of this description; thence South eighty-nine (89) degrees fourteen (14) minutes East along the South line of said Eisenhower Drive a distance of thirty (30) feet to an iron stake; thence South zero (0) degrees twenty-seven (27) minutes West a distance of five hundred and fourteen hundredths (500.14) feet to an iron stake; thence North eighty-nine (89) degrees zero (00) minutes West a distance of thirty (30) feet to an iron stake at the Southeast corner of land conveyed to said York Industrial Park, Inc.; thence North zero (0) degrees twenty-seven (27) minutes East along the East line of said York Industrial Park, Inc. land a distance of five hundred and two hundredths (500.02) feet to the place of beginning of this description.

Containing 0.34 of an Acre of Land.

TRACT NO. 2. Part of the Southeast Quarter (1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Commencing at an iron stake marking the Northwest corner of the Southeast Quarter (1/4) of said Section Twenty-two (22); thence South eighty-nine (89) degrees fourteen (14) minutes East along the North line of the Southeast Quarter (1/4) of said Section Twenty-two (22) a distance of one hundred ninety and thirteen hundredths (190.13) feet to an iron stake on the East line of Fifteenth Street; thence South zero (0) degrees twenty-three (23) minutes East along the East line of said Fifteenth Street a distance of four hundred ninety-one and forty-two hundredths (491.42) feet to an iron stake at the Northeast corner of the intersection of Fifteenth Street and Eisenhower Drive; thence South one (1) degree zero (00) minutes West a distance of sixty (60) feet to an iron stake on the South line of said Eisenhower Drive; thence South eighty-nine (89) degrees zero (00) minutes East along the South line of said Eisenhower Drive a distance of sixty-two and eighty-seven hundredths (62.87) feet to an iron stake at the Northeast corner

SEYMOUR, SEYMOUR & REYNOLDS  
ATTORNEYS AT LAW  
212 N. MAIN ST.  
NORTHERN INDIANA 46601  
210-222 1074



of land conveyed to York Industrial Park, Inc. in Elkhart County Deed Record 300, Page 86; thence South eighty-nine (89) degrees fourteen (14) minutes East along the South line of said Eisenhower Drive a distance of thirty (30) feet to an iron stake, said iron stake being the PLACE OF BEGINNING of this description; thence continuing South eighty-nine (89) degrees fourteen (14) minutes East along the South line of said Eisenhower Drive a distance of four hundred four and seven tenths (404.7) feet to an iron stake; thence South zero (0) degrees forty-six (46) minutes West a distance of five hundred one and sixty-two hundredths (501.62) feet to an iron stake; thence North eighty-nine (89) degrees zero (00) minutes West a distance of four hundred one and nine tenths (401.9) feet to an iron stake, said iron stake being thirty (30) feet East of the Southeast corner of land conveyed to said York Industrial Park, Inc.; thence North zero (0) degrees twenty-seven (27) minutes East parallel with the East line of said York Industrial Park, Inc. land a distance of five hundred and fourteen hundredths (500.14) feet to the place of beginning of this description.

Containing 4.64 acres of land.

TRACT NO. 3. Part of the Southeast quarter (1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Commencing at an iron stake marking the Northwest corner of the Southeast quarter (1/4) of said Section Twenty-two (22); thence South eighty-nine (89) degrees fourteen (14) minutes East along the North line of the Southeast quarter (1/4) of said Section Twenty-two (22) a distance of one hundred ninety and thirteen hundredths (190.13) feet to an iron stake on the East line of Fifteenth Street; thence South zero (0) degrees twenty-three (23) minutes East along the East line of said Fifteenth Street a distance of four hundred ninety-one and forty-two hundredths (491.42) feet to an iron stake at the Northeast corner of the intersection of Fifteenth Street and Eisenhower Drive; thence South one (1) degree zero (00) minutes West a distance of sixty (60) feet to an iron stake on the South line of said Eisenhower Drive; thence South eighty-nine (89) degrees zero (00) minutes East along the South line of said Eisenhower Drive a distance of sixty-two and eighty-seven hundredths (62.87) feet to an iron stake at the Northeast corner of land conveyed to York Industrial Park, Inc. in Elkhart County Deed Record 300, Page 86; thence South eighty-nine (89) degrees fourteen (14) minutes East along the South line of said Eisenhower Drive a distance of four hundred thirty-four and seven tenths (434.7) feet to an iron stake, said iron stake being the PLACE OF BEGINNING of this description; thence continuing South eighty-nine (89) degrees fourteen (14) minutes East along the South line of said Eisenhower Drive a distance of four hundred thirty-three (433) feet to an iron stake; thence South zero (0) degrees forty-six (46) minutes West a distance of five hundred three and three tenths (503.3) feet to an iron stake; thence North eighty-nine (89) degrees zero (00) minutes West a distance of four hundred thirty-three and one hundredth (433.01) feet to an iron stake; thence North zero (0) degrees forty-six (46) minutes East a distance of five hundred one and sixty-two hundredths (501.62) feet to the place of beginning of this description.

Containing 4.99 Acres of land.

is and shall be included as a part of the real estate listed and described in said section of said CLAUSE 1 entitled "PROPERTY SUBJECT TO THIS DECLARATION" in like manner as if the said real estate hereinabove described were originally incorporated therein.

The Greater Goshen Association, Inc. further declares the real estate described in this Amendment of Declaration shall be subject to all the conditions, covenants, restrictions, reservations and easements set forth in the Declaration.

The Greater Goshen Association, Inc. further declares that the said Declaration as amended by this Amendment of Declaration is and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor, Greater Goshen Association, Inc. by authority of its Board of Directors, has caused this Amendment of Declaration to be executed by its President, attested by its Secretary and its corporate seal to be hereto affixed this 20th day of November, 1974.

GREATER GOSHEN ASSOCIATION, INC.

(Corporate Seal)

By: Terry Hoogenboom  
Terry Hoogenboom, President

ATTEST:

Robert E. Beeson  
Robert E. Beeson, Secretary

State of Indiana  
SS.  
Elkhart County

Personally appeared before me, a Notary Public in and for said County and State this 20th day of November, 1974, Terry Hoogenboom and Robert E. Beeson, known to me to be President and Secretary respectively of Greater Goshen Association, Inc., who as such officers, acknowledge the execution of the foregoing Amendment of Declaration for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal.

MEHL, MERL & DEWON  
ATTORNEYS AT LAW  
100 N. MAIN ST.  
GOSHEN, INDIANA 46526  
(317) 438-1010

110 158

Notary Public

My Commission Expires:

1-1-1971

This Instrument Prepared by Robert B. Beeson

MERL MOEL & BEESON  
ATTORNEYS AT LAW  
308 N. MAIN ST.  
OSHKOSH, INDIANA 46566  
219-466-1071

'81 OCT 19 PM 2 43

VOL 143 PAGE 775

704026

ELKHART COUNTY RECORDER AMENDMENT OF DECLARATION

This Amendment of Declaration made, this 17th day of October, 1981, by the GREATER GOSHEN ASSOCIATION, INC., (hereinafter referred to sometimes as the "Grantor"),

W I T N E S S E T H:

WHEREAS, Grantor has heretofore under date of October 12, 1961, executed a written Declaration entitled "Conditions, Covenants, Restrictions, Reservations and Easements Affecting Property of The Greater Goshen Association, Inc." (hereinafter referred to as the "Declaration") which Declaration is recorded in Miscellaneous Record 56 beginning at page 438 of the Records of Elkhart County, Indiana, and

WHEREAS, since the execution and recording of said Declaration, the Grantor has become the owner of certain additional real estate, that is to say real estate in addition to that listed and described in the Declaration, all of which real estate is located in the "Goshen Industrial Park", and

WHEREAS, Grantor desires to amend the Declaration to include such additional real estate so as to subject such additional real estate to all of the conditions, covenants, restrictions, reservations and easements set forth in the Declaration so that there will be uniformity of development of the "Goshen Industrial Park" for the protection of all owners of property in the "Goshen Industrial Park" and the Grantor.

N O W, T H E R E F O R E,

The Greater Goshen Association, Inc., hereby declares that CLAUSE I of the Declaration, more particularly, the section of said CLAUSE I entitled "PROPERTY SUBJECT TO THIS DECLARATION", is hereby amended, so that as amended the following described real estate situated in Elkhart County, State of Indiana, to-wit:

75  
704026  
MERRILL HERRON & LEATHERMAN  
ATTORNEYS AT LAW  
425 N. MAIN ST.  
GOSHEN, INDIANA 46526  
TEL. 366-1011  
366-1012  
366-1013

PARCEL ONE

Part of the Southeast Quarter (SE 1/4) of Section 22, Township 36 North, Range 6 East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at a point on the North line of the Southeast Quarter (SE 1/4) of said Section 22 that is 1076.72 feet East of the Northwest corner of the Southeast Quarter (SE 1/4) of said Section 22, said place of beginning also being the Northeast corner of land described in a deed to Greater Goshen Association, Inc., (Deed Record 324, Page 616); thence Eastwardly along the North line of the Southeast Quarter (SE 1/4) of said Section 22 a distance of 750.66 feet to the Northeast corner of land described in a deed to Ray B. and Mary C. Messick (Deed Record 175, Page 440); thence Southwardly along the East line of said Messick land a distance of 1057.46 feet to the Northeast corner of land described in a deed to Greater Goshen Association, Inc. (Deed Record 350, Page 255); thence Westwardly along the North line of said Greater Goshen Association, Inc., land a distance of 535.54 feet to the Southeast corner of land described in a deed to Greater Goshen Association, Inc., (Deed Record 347, Page 435); thence Northwardly along the East line of land described in said Deed Record 347, Page 435, a distance of 503.97 feet to the Northeast corner thereof; thence Westwardly along the north line of land described in Deeds to said Greater Goshen Association, Inc., (Deed Record 347, Page 435, and Deed Record 346, Page 243) a distance of 215.51 feet to the Southeast corner of land described in a deed to said Greater Goshen Association, Inc., (Deed Record 324, Page 616); thence Northwardly along the East line of said Greater Goshen Association, Inc., land a distance of 551.43 feet to the place of beginning of this description.

Containing 15.58 acres of land.

PARCEL TWO

Part of the Southeast Quarter (SE 1/4) of Section 22, Township 36 North, Range 6 East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 22; thence Westwardly along the South line of the Southwest Quarter (SW 1/4) of said Section 22 a distance of 370.13 feet; thence Northwardly at right angles to the South line of the Southwest Quarter (SW 1/4) of said Section 22, a distance of 543.5 feet; thence Eastwardly parallel with the South line of the Southwest Quarter (SW 1/4) of said Section 22 a distance of 635.7 feet; thence Northwardly with a deflection angle of 90° 16' to the left a distance of 543.38 feet to the PLACE OF BEGINNING of this description, said place of beginning being the Northwest corner of land described in a deed to Greater Goshen Association, Inc., (Deed Record 330, Page 41); thence Northwardly along the East line of

MEHL, HENRI, HENNING & LEATHERMAN,  
ATTORNEYS AT LAW  
AND A PART OF  
ROBINS, INDIANA 46376  
SINCE 1934  
SINCE 1934  
SINCE 1934

land described in a deed to Greater Goshen Association, Inc., (Deed Record 271, Page 147) a distance of 453.29 feet to the South line of land described in a deed to Greater Goshen Association, Inc., (Deed Record 350, Page 255); thence Eastwardly along the South line of land described in said Deed Record 350, Page 255, a distance of 1518.41 feet to the East line of land described in a deed to Ray B. and Mary C. Messick, (Deed Record 175, Page 440); thence Southwardly along the East line of said Messick land a distance of 454.17 feet to the Northeast corner of land described in a deed to Greater Goshen Association, Inc., (Deed Record 330, Page 404); thence Westwardly along the North line of said Greater Goshen Association, Inc., land a distance of 1519.6 feet to the place of beginning of this description.

Containing 15.82 acres of land.

is and shall be included as a part of the real estate listed and described in said section of said CLAUSE I entitled "PROPERTY SUBJECT TO THIS DECLARATION" in like manner as if the said real estate hereinabove described were originally incorporated therein.

The Greater Goshen Association, Inc., further declares the real estate described in this Amendment of Declaration shall be subject to all the conditions, covenants, restrictions, reservations and easements set forth in the Declaration.

The Greater Goshen Association, Inc., further declares that the said Declaration as amended by this Amendment of Declaration is and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor, Greater Goshen Association, Inc. by authority of its Board of Directors, has caused this Amendment of Declaration to be executed by its President, attested by its Secretary and its corporate seal to be hereto affixed this 17th day of October, 1981.

GREATER GOSHEN ASSOCIATION, INC.

By: Lewis D. Fidler  
Lewis D. Fidler  
Attest: Robert H. Beeson  
Robert H. Beeson

MERL MERL HESON & LEATHERMAN  
ATTORNEYS AT LAW  
100 N. MAIN ST.  
DOVER, INDIAN 46030  
616 366-1076  
616 366-1076  
616 366-1076

State of Indiana  
SS:  
Elkhart County

Personally appeared before me, a Notary Public in and for said County and State, this 17<sup>th</sup> day of October, 1981, Lewis D. Fidler, and Robert B. Beeson, known to me to be President and Secretary respectively of Greater Goshen Association, Inc., who as such officers, acknowledged the execution of the foregoing Amendment of Declaration for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal.



Moneta E. H. ...  
Moneta E. H. ... Notary Public  
Residing in Elkhart County, Indiana.

My Commission Expires:  
Nov 22, 1984

This instrument prepared by Robert B. Beeson, Attorney

MERRILL, BEESON & L. PATRICK  
ATTORNEYS AT LAW  
100 N. MICHIGAN  
GOSHEN, INDIANA 46526  
219 233-1000  
219 233-1001

737950

VOL 161 PAGE 247

Feb 13 3 13 PM '94  
Elkhart County Recorder  
Elkhart, IndianaAMENDMENT OF DECLARATION

This Amendment of Declaration made, this 4th day of December, 1993,  
by the GREATER GOSHEN ASSOCIATION, INC., (hereinafter sometimes called the "Grantor").

WITNESSETH:

WHEREAS, Grantor has heretofore under date of October 12, 1961, executed a written Declaration entitled "Conditions, Covenants, Restrictions, Reservations and Easements Affecting Property of the Greater Goshen Association, Inc." (hereinafter referred to as the "Declaration"), which Declaration is recorded in Miscellaneous Record 56 beginning at page 438 of the records of Elkhart County, Indiana, and

WHEREAS, since the execution and recording of said Declaration, the Grantor has become the owner of certain additional real estate, that is to say real estate in addition to the listed and described in the Declaration, all of which real estate is located in the "Goshen Industrial Park", and

WHEREAS, Grantor desires to amend the Declaration to include such additional real estate so as to subject such additional real estate to all of the conditions, covenants, restrictions, reservation and easements set forth in the Declaration so that there will be uniformity of development of the "Goshen Industrial Park" for the protection of all owners of property in the "Goshen Industrial Park" and the Grantor.

W O R D S, T H E R E F O R E,

The greater Goshen Association, Inc., hereby declares that CLAUSE 1 of the Declaration, more particularly the section of said CLAUSE 1 entitled "PROPERTY SUBJECT TO THIS DECLARATION", is hereby amended, so that as amended the following described real estate situated in Elkhart County, State of Indiana, to-wit:

Part of the Southeast Quarter (SE 1/4) of Section 22, Township 16 North, Range 4 East, situate in the City of Goshen, County of Elkhart, Elkhart Township, State of Indiana, And being more particularly described as follows:

Commencing at a monument marking the Southeast corner of said Section 22; thence Westwardly along the South line of the Southeast Quarter (SE 1/4) of said Section 22 a distance of 2361.15 feet to an iron stake; thence Northwardly with a deflection angle of 89° - 26' to the right a distance of 1097.8 feet to an iron stake on the North line of a public right-of-way (Deed Record 331, page 28); thence Eastwardly with an interior angle of 89° - 26' - 45" and along the North

MAHL MERL HERMAN & LEATHERMAN  
ATTORNEYS AT LAW  
100 N. MAIN ST.  
P.O. BOX 100  
GOSHEN, INDIANA 46526-0100  
TEL: 765-633-1000  
FAX: 765-633-1001

ISES001305



line of said public right-of-way a distance of 350.67 feet to an iron stake at the Southeast corner of land described in a deed to Heartland Manufacturing Corporation (Deed Record 394, page 512), said iron stake being the PLACE OR BEGINNING of this description; thence continuing East along the North line of said public right-of-way a distance of 87.75 feet to an iron stake; thence Northwardly with a deflection angle of  $90^{\circ} - 28' - 45''$  to the left a distance of 496.32 feet to an iron stake on the South line of land described in a deed to Duplex Products, Inc. (Deed Record 346, page 245); thence Westwardly along the South line of said Duplex Products, Inc. land, and said line extended, a distance of 87.75 feet to an iron stake at the Northeast corner of land of the aforementioned Heartland Manufacturing Corporation; thence Southwardly along the East line of said Corporation land a distance of 496.51 feet to the place of beginning of this description.

containing 1.00 acre of land.

is and shall be included as a part of the real estate listed and described in said section of said CLAUSE 1 entitled "PROPERTY SUBJECT TO THIS DECLARATION" in like manner as if the said real estate hereinabove described were originally incorporated therein.

The Greater Goshen Association, Inc. further declares the real estate described in this Amendment of Declaration shall be subject to all the conditions, covenants, restrictions, reservations and easements set forth in the Declaration.

The Greater Goshen Association, Inc. further declares that the said Declaration as amended by this Amendment of Declaration is and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor, Greater Goshen Association, Inc. by authority of its Board of Directors, has caused this Amendment of Declaration to be executed by its President, attested by its Secretary and its corporate seal to be hereto affixed this 24th day of November, 1963.

GREATER GOSHEN ASSOCIATION, INC.

By: Levin D. Fidler  
Levin D. Fidler its President

ATTEST:  
Robert B. P.  
ROBERT B. P. Secretary

MEML, MEHL, HESSON & LATTIMER  
ATTORNEYS AT LAW  
100 N. MAIN ST.  
P. O. BOX 101  
GOSHEN, INDIANA 46526  
413-2222  
413-2223  
413-2224

State of Indiana  
SS:  
Elkhart County

Personally appeared before me, a Notary Public in and for said County and State, this 10th day of November 1933, Lewis D. Fidler and Robert B. Benson, known to me to be President and Secretary respectively of Greater Goshen Association, Inc., who as such officers, acknowledge the execution of the foregoing Amendment of Declaration for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal.

Sandra C. Huber  
Sandra C. Huber, Notary Public  
Residing in Elkhart County, Indiana.

My Commission Expires:

July 13, 1961

This instrument, prepared by Robert B. Benson, A.C.P.

MERRILL, MERRILL, HERRON & LEATHREMAN  
ATTORNEYS AT LAW  
100 N. MAIN ST.  
P.O. BOX 200  
GOSHEN, INDIANA 46526  
413-222-1000  
413-222-1001  
413-222-1002



# CERTIFICATE OF ASSUMED BUSINESS NAME

State Form 3653 (M/3-87)


Approved by State Board of Accounts 1987

Provided by: EVAN BATH  
Secretary of State of Indiana  
150 State House  
Indianapolis, Indiana 46204  
(317) 232-6576

## INSTRUCTIONS (CORPORATIONS ONLY)

This certificate must first be recorded in the office of County Recorder of each county in which a place of business or office is located. A copy of the certificate, certified by the County Recorder, must be filed with the Secretary of State, Indiana Code 23-15-1.

Fees for filing with the Secretary of State: \$30.00 or \$45.00, if a certificate issued by the Secretary of State is desired.

|  |   |
|--|---|
| 1. Name of Corporation<br><b>Dygert Seating Inc.</b>   | 2. Date of Incorporation / Admission<br><b>1/8/79</b> |
| 3. Principal Office Address of the Corporation (Street, City, State and ZIP Code)<br><b>53381 Marina Drive, Elkhart, Indiana 46514</b>                                   |   |
| 4. Assumed Business Name(s)<br><b>BVS Division; Emergency Vehicle Services</b>   |   |
| 5. Address at which the Corporation will do business under assumed business name (Street, City, State and ZIP Code)<br><b>53381 Marina Drive, Elkhart, Indiana 46514</b> |   |
| 6. Signatures<br>   | Name Printed<br><b>David L. Dygert</b>                |

STATE OF INDIANA

COUNTY OF ELKHART

SS:

JUL 9 1 56 PM '93

ELKHART COUNTY RECORDER  
PEGGY A. HILLER  
FILED FOR RECORD

Subscribed and sworn to before me, this 6<sup>th</sup> day of July

19 93

Notary Public

My Notary Commission Expires: 6/14/96

My County of Residence is: Elkhart

I, \_\_\_\_\_, Recorder of Elkhart County,

State of Indiana, certify that the foregoing is a true copy of the Certificate of Assumed Business Name recorded in my office on the \_\_\_\_\_ day of \_\_\_\_\_

19 93

Recorder Signature

This instrument was prepared by

Karla O. Boreasi, Barnes & Thornburg, 301 S. Main Street, Suite 305, Elkhart, IN 46516

ISES001308

056-449

At the time of its violation, which in no event shall be deemed to be a  
waiver of the right to sue in any subsequent violation, the  
violation of these restrictions shall not defeat or render invalid  
the lien or any mortgage (or deed of trust) made in good faith and  
for value.

21. Violation of the terms of these covenants or any  
part thereof by judgments or court order shall in no wise affect any  
of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Greater Goshen Association, Inc.,  
by authority of its Board of Directors, has caused this instrument  
to be executed by its Vice President, attested by its Secretary and  
its corporate seal to be hereto affixed this 12th day of October,

GREATER GOSHEN ASSOCIATION, INC.

*Charles W. Ainlay*  
Charles W. Ainlay, Vice President

*Carlyle W. Pickering*  
Carlyle W. Pickering, Secretary

STATE OF INDIANA }  
County of Elkhart } ss.

Personally appeared before me, a Notary Public in and for  
Elkhart County, this 12th day of October, 1961, Charles W. Ainlay and  
Carlyle W. Pickering, known to me to be Vice President and Secretary  
respectively of Greater Goshen Association, Inc., who acknowledged  
the execution of the foregoing for and on behalf of said corporation.

Witness my hand and notarial seal.

*Rosalie E. Miller*  
Rosalie E. Miller, Notary Public

My commission expires  
July 23, 1964

5. No part of said real estate, or any building, structure or improvement thereon shall be used for other than industrial, warehouse or commercial non-retail, sales purposes, it being one of the specific purposes of The Greater Goshen Association, Inc., that said Industrial Park shall be utilized by manufacturers, industrial processors, warehouses, and non-retail sales commercial establishments which will employ labor and have need for the facilities available.

6. No fence, hedge or mass planting shall be allowed to extend beyond the building lines established herein except upon securing in advance the written consent of the "Approval Committee". This paragraph shall not apply to traffic control signs which are not more than 2 square feet in area or off-street parking area.

7. No building or structure shall be erected, permitted or placed on any part of said real estate unless the exterior construction thereof is of stone, brick, reinforced concrete, glass; provided however, such exterior construction may be of other materials, upon securing the written consent in advance of the "Approval Committee" and complying with any conditions specified therefor by such "Approval Committee". All such building and structures shall be constructed of non-combustible materials.

8. No excavations or excavating work shall be permitted on any part of said real estate except excavations for the purpose of constructing buildings and tangible improvements on such real estate immediately prior to and during the construction of such buildings and tangible improvements. No soil, sand, gravel, minerals, aggregate or earth materials shall be removed from said real estate except as a part of such excavations made for the purpose of constructing buildings and tangible improvements on said real estate.

9. All of the aforementioned real estate and all buildings, structures, improvements and appurtenances shall be attractively

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landscaped and that portion of said real estate not used for buildings, structures, parking areas, loading areas, driveways, streets and other landscaping shall be planted and maintained as a lawn in good condition.

10. Billboards or other advertising signs, other than those identifying the name, business and products of the person or firm occupying the premises shall not be erected, permitted or placed on any part of said real estate.

11. Adequate offstreet parking, loading and unloading facilities shall be provided and maintained by the owner of said real estate for all employees, customers, agents, invitees and all other persons transacting business with either the owners or occupants of any part of all of said real estate. Screen plantings shall be installed and maintained between such offstreet parking areas and adjacent streets. All offstreet parking, loading and unloading areas shall be paved or constructed of suitable hard surfacing and maintained in good condition.

12. There shall be an offstreet automobile parking space of 100 square feet for each worker employed.

12. No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained or accumulated on any part of said real estate outside of buildings erected thereon, except where the prior written approval of the "Approval Committee" is secured after adequate screen planting, fencing, setbacks and compliance with any other conditions required therefor by the "Approval Committee".

13. It is contemplated that maneuvering of trucks and trailers be confined in as far as possible to the premises of each establishment. To that end, it is hereby provided that no loading dock extend beyond the building line.

14. All of said real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas and entrances thereon must at all times be maintained in a safe, clean and good condition. The Greater Goshen Association, Inc., is granted the privilege but not the obligation (which privilege it may exercise or not at anytime and for such periods of time as it deems advisable in its exclusive discretion) of maintaining any part or all of said real estate or any buildings, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas and entrances thereon, which are not properly maintained in the opinion of the Approval Committee, and all owners, occupants and lessees of that part of such realty for which such maintenance work is performed jointly and severally shall pay the entire cost of such maintenance work and expenses to the Greater Goshen Association, Inc., upon request.

15. No construction, erection, relocation or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping or other facilities may be commenced and completed on any part of said real estate without securing in advance the written consent and approval of the "Approval Committee". The following information, as appropriate, shall be submitted to the Secretary of the "Approval Committee" for its consideration of any plans:

- a. Preliminary architectural plans for the proposed building and structure or improvement.
- b. A site plan showing location and design of buildings, structures, signs, driveways, driveway intersection with streets, parking areas, loading areas and sidewalks.
- c. A grading plan and a planning plan, including screen walls and fences, if any, for analysis of adequacy of visual screening, erosion control and landscaping.

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deflection of 90 degrees, zero minutes, zero seconds, left, a distance of 75.00 feet; thence South with a deflection of 90 degrees, zero minutes, zero seconds, left, a distance of 90.00 feet; thence East with a deflection of 90 degrees, zero minutes, zero seconds, left, a distance of 75.00 feet to the point of beginning.

Containing 0.84 acres.

#### CLAUSE II

##### GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations, and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and incongruous improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

#### CLAUSE III

##### GENERAL RESTRICTIONS

1. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the said Industrial Park hereby restricted by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise.

2. Without otherwise limiting the provisions of Paragraph 1 of this Clause III, or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided



law or in equity, commanded by it for such purpose or purposes.

18. The invalidation or unenforceability of any one of these covenants, restrictions, or conditions shall in no way affect the validity or enforceability of any of the other covenants, conditions or restrictions which shall remain in full force and effect. The failure of anyone to insist on the performance of any covenant, restriction or condition contained herein at anytime shall not be deemed to bar, waive or stop the right to insist on the performance thereof at a later time. The failure of anyone to insist on the performance of any covenant, restriction or condition at any time or times be construed to constitute an abandonment, annulment or revocation of such covenant, restriction or condition.

19. Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from the 1st day of October, 1961, and automatically shall be continued thereafter for successive period of 25 years each. Provided however, that the owners of 70% of the fee simple of the property subjected to these restrictive covenants, based on the number of square feet owned as compared to the total area restricted, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions at the end of this first 30-year period or any successive 25-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds of Elkhart County, Indiana, at least five (5) years prior to the expiration of this first thirty (30) year period or of any successive 25-year period thereafter. Provided however, That within ten (10)

d. A description of proposed operations on said real estate, an estimate of the maximum number of employees contemplated and a plan showing location of utilities and easements thereon, if any.

e. Any other information requested by any member of the "Approval Committee" and any information to show compliance with each and all of these restrictions.

16. Each owner, lien holder and tenant of any part of the above described real estate hereby agrees to cooperate in the planning, granting, executing, acknowledging and recording of all easements and instruments establishing such easements deemed necessary and reasonable by the Greater Goshen Association, Inc., for the further development of said Industrial Park which easements may include those deemed necessary for electric telephone, gas, water and sewerage purposes and for railroads, entrances and access roads.

17. If the grantee or its successors and assigns or any lessee or occupant of any part of such real estate or any other person should violate or attempt to violate any of the covenants, conditions and restrictions contained herein, it shall be lawful and permissible for the Greater Goshen Association, Inc., any owner of realty adjacent to that real estate on which such violation is occurring or contemplated, or the owner or occupant of any other real estate in said Industrial Park, regardless of whether adjacent thereto, or any one or more of such persons, to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available, including, but not limited to, actions for injunctive relief and damages. The Greater Goshen Association, Inc., shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions, and restrictions all attorneys' fees, costs and expenses; without relief from valuation and appraisal laws, incurred by said Greater Goshen Association, Inc., with respect to securing the enforcement of or the compliance with these covenants, conditions and restrictions or with respect to any actions, either at